



**CITY OF DUBUQUE, IOWA
CITY COUNCIL MEETING**
Historic Federal Building: 350 W. 6th
Street - Second-Floor Council
Chambers.
October 6, 2025 at 6:30 PM

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

PROVIDING VIRTUAL PUBLIC INPUT

Log into GoToMeeting using the information listed below. If you are joining by computer, use the chat function to indicate the item you would like to speak on or state your intention to speak during the appropriate section. If you are joining by phone, indicate the item you would like to speak on during the appropriate section. All comments, whether audio or written, must include your name and address.

Use the following link to join the meeting from your computer, tablet or smartphone.

www.CityOfDubuque.org/VirtualMeeting

You can also dial in using your phone:

United States (Toll Free): 1-877-568-4106

United States: +1 (571) 317-3129

Access Code: 337-661-181

ROLL CALL ORDER FOR MEETING

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

REGULAR SESSION

6:30 PM

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Mayor of the Year Award Recognition

Iowa League of Cities Director Alan Kemp will recognize Mayor Brad Cavanagh for recently being named Mayor of the Year in the Over 10,000 in Population category by the Iowa Mayors Association.

2. 2025 Rising Star Award Recognition

A Telegraph Herald (TH) representative will recognize Community Impact Director Antonio Mouzon for being selected as a 2025 TH Media Rising Star.

3. Recognition of Airport Commissioner for 30 Years of Service

Airport Director Todd Dalsing will recognize former Airport Commissioner Doug Brotherton for his 30 years of service on the Airport Commission. Brotherton retired from the commission in September of 2025.

PROCLAMATIONS

1. Indigenous Peoples' Day (October 13, 2025)

On behalf of the Dubuque Area Library Information Consortium, Sisters of St. Francis, Sisters of Charity of the Blessed Virgin Mary, and Sisters of the Presentation of the Blessed Virgin Mary.

2. Trick or Treat Night (October 31, 2025)

On behalf of the City of Dubuque.

CONSENT ITEMS

1. Minutes and Reports Submitted

City Council Proceedings of September 8, 15, 22, 23, and 25, 2025; Building Code Advisory and Appeals Board Minutes of March 22 and April 6, 2023; Historic Preservation Commission of August 21, 2025; Human Rights Commission of August 12, August 29, and September 4, 2025; Library Board of Trustees Update of August 28, 2025; Park and Recreation Commission of August 12, 2025; Transit Advisory Board of April 10, 2025; Zoning Advisory Commission of September 3, 2025; Zoning Board of Adjustment of August 28, 2025; Proof of publication of City Council Proceedings of August 27, September 2, and September 4, 2025.

Suggested Disposition: Receive and File

2. Notice of Claims and Suits

Kelsey Bhatia for property damage; Joseph Jenkins for property damage; Mik Kalloway for vehicle damage; Lillian and Jacob Ludlow for vehicle damage; Martin Wing for property and vehicle damage.

Suggested Disposition: Receive and File; Refer to City Attorney

3. Approval of City Expenditures

City Manager recommending City Council approval for payment of City expenditures.

RESOLUTION Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures

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

4. Request to Change Human Resources Employment Specialist position status from Part-Time to Full-Time

City Manager recommending City Council approval to change the Human Resources Employment Specialist position from part-time (0.75 FTE), non-exempt

status to full-time (1.0 FTE), exempt status.

Suggested Disposition: Receive and File; Approve

5. Resilient Community Advisory Commission Input on Dubuque Area Land and Water Legacy (DALWL) Recommendations

Resilient Community Advisory Commission providing a letter to the City Council outlining their input on the recommendations presented by the DALWL group in the document titled "Recommendations for Dubuque City Council, Parks & Recreation Master Plan and Envision 2030."

Suggested Disposition: Receive and File

6. Proposed Conduit Facilities Agreement between the City of Dubuque and Uniti

City Manager recommending City Council approval of a Conduit Facilities Agreement between the City and Uniti (and its subsidiary McLeodUSA Telecommunications Services LLC) to allow the two entities to share conduit and telecommunications equipment in order to reduce costs and improve services in the City of Dubuque.

Suggested Disposition: Receive and File; Approve

7. Acceptance of Grant of Easement for Sanitary Sewer Utility across Molo Oil Company Property at 150 Cedar Cross Road in Dubuque

City Manager recommending City Council accept a grant of easement for sanitary sewer utility from Molo Oil Company for a public sanitary sewer extension across Part of Lot 1-2 of Mineral Lot 230 and Lot 1-3-3 of Mineral Lot 231, in the City of Dubuque, Iowa, as part of the adjacent Joel Callahan (CCI5, LLC) apartment complex development on Cedar Cross Road.

RESOLUTION Accepting A Grant Of Easement For Sanitary Sewer Utility Through, Under, And Across Part Of Lot 1-2 Of Mineral Lot 230 And Lot 1-3-3 Of Mineral Lot 231, In The City Of Dubuque, Iowa

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

8. Updated Handout - New Housing Creation

City Manager providing a copy of the updated handout on new housing units approved, under review, under construction, or recently completed in Dubuque.

Suggested Disposition: Receive and File

9. November/December 2025 City News Newsletter

City Manager providing a copy of the November/December 2025 issue of the City News newsletter, which will be distributed with City utility bills from October 15 through November 5.

Suggested Disposition: Receive and File

10. Approving a Second Amendment to Development Agreement by and between the City of Dubuque, Iowa and Millwork Flats, L.L.C. for Redevelopment of Property at 1065 Jackson Street

City Manager recommending City Council adopt a resolution approving the Second Amendment to Development Agreement between the City of Dubuque and Millwork Flats, L.L.C. for the redevelopment project at 1065 Jackson Street.

RESOLUTION Approving The Second Amendment To Development Agreement By And Between The City Of Dubuque, Iowa And Millwork Flats, L.L.C.

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

11. Project Based Voucher Contract Renewal with The Rose of Dubuque

City Manager recommending City Council approve the renewal of a contract with The Rose of Dubuque for a five-year term and request that the City Manager be approved to execute the renewal contract.

RESOLUTION Approving A Renewal Contract Agreement Between The City Of Dubuque And The Rose Of Dubuque L.P. For The Project Based Voucher Program

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

12. Approval of Five Flags Civic Center Management Agreement Second Amendment

City Manager recommending City Council approval of the Five Flags Civic Center Management Agreement Second Amendment.

Suggested Disposition: Receive and File; Approve

13. Improvement Contracts / Performance, Payment, and Maintenance Bonds

Eastern Iowa Excavating and Concrete, LLC for the Rustic Point Park Development Project.

Suggested Disposition: Receive and File; Approve

14. Signed Contract(s)

Ahmann's Lawn Care, Inc. for Lawn Care; All Seasons Heating & Cooling for Various Heating & Cooling at 6 fire stations; Biechler Electric Inc. for Various electrical maintenance at 6 fire stations; Bohr Custom Curbing for the Bunker Hill Clubhouse Landscaping Project; Brecke Mechanical Contractors for General heating and plumbing maintenance work; Dave Hinz Construction, Inc. for the 3rd & Main St. Chamber Patio Exterior Patio Railing Repairs; Dinges Fire Company for Various maintenance to turn out gear and other fire equipment; Lease Agreement with Dubuque County for certain rooms in the Federal Building; Dubuque Visiting Nurse Association for the Healthy Homes Grant Program; Elevated Landwrx for Mowing Contract – NW Arterial Right-A-Way; Floor Show Corporation for Carpet removal & installation of new carpet at Fire Headquarters; Gansen Excavating for the 12704 John F. Kennedy Slope Stabilization; Geisler Brothers Co. for the 3rd & Main St. Chamber Patio Exterior Patio Waterproofing Membrane; Giese Sheet Metal Co Inc. for General heating & cooling maintenance at 6 fire stations; Green Valley Landscaping, LLC for Brush Mowing – Site Restoration Work Related to Storm Water and Detention; Hillcrest Family Services for use of Louis Murphy Park; Vaccination Agreement with Hy-Vee; Lovely City, LLC for Playground Replacement and Engagement – Murphy Park, Madison Park, Jefferson Park and Gay Park; Manders Quality Concrete for the 3rd & Main St. Chamber Patio Exterior

Patio Concrete Replacement; Midwest Injection, Inc for the Terminal Street Lift Station Bypass Pumping; Lease Agreement with Neztrop, LLC; Overhead Door Company for Various maintenance on overhead doors at various 6 fire stations; Paulson Electric for Electrical Work; Schadl Inc. DBA: Mr. Rooter Plumbing for Various plumbing maintenance at 6 fire stations; Tri-State Porta Potty Inc. for Port-A Potties; Westphal & Company, Inc. DBA: Globalcom Technologies for Maintenance on door access card readers at 6 fire stations.

Suggested Disposition: Receive and File

15. Iowa Department of Transportation Bridge Repairs Project Notification

Correspondence from Jesse Tibodeau, Assistant District Engineer with the Iowa Department of Transportation, notifying the City Council of bridge repairs on US-20 over the Mississippi River in Dubuque.

Suggested Disposition: Receive and File

16. Request-ImOn Arena Used Generator Equipment Purchase

City Manager recommending City Council approval to purchase a used 1.5 megawatt (MW) generator for the ImOn Arena, disconnection, moving, and reinstallation of the generator for a total of \$225,000.

Suggested Disposition: Receive and File; Approve

17. Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications

City Manager recommending City Council approval of the retail tobacco, tobacco products, alternative nicotine products, vapor products, and device permits as submitted.

RESOLUTION Approving Applications for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and 453E.3

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

ITEMS SET FOR PUBLIC HEARING

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

1. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

City Manager recommending City Council adopt the attached Resolution setting a public hearing for October 20, 2025, on a proposed Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Hitzler Rental, LLC, Including The Proposed Issuance Of

Urban Renewal Tax Increment Revenue Obligations Relating Thereto, And Providing For The Publication Of Notice Thereof

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for October 20, 2025

2. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Ned Oberbroeckling Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

City Manager recommending City Council adopt the attached Resolution setting a public hearing for October 20, 2025, on a proposed Development Agreement by and between the City of Dubuque, Iowa and Ned Oberbroeckling providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

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

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for October 20, 2025

3. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and 1248 Iowa St, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

City Manager recommending City Council adopt the attached Resolution setting a public hearing for October 20, 2025, on a proposed Development Agreement by and between the City of Dubuque, Iowa and 1248 Iowa St, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And 1248 Iowa St, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, And Providing For The Publication Of Notice Thereof

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for October 20, 2025

4. Eagle Point Water Treatment Plant Roof Rehabilitation Project - Initiate Public Bidding and Set the Public Hearing Date

City Manager recommending City Council adopt the resolution granting preliminary approval of the plans, specifications, form of contract, and estimated cost of \$500,000 for the Eagle Point Water Treatment Plant Roof Rehabilitation Project, set the public hearing date of October 20, 2025, and hereby authorize the Water Department to advertise the project for public bidding.

RESOLUTION Eagle Point Water Treatment Plant Roof Rehabilitation Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated

Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for October 20, 2025

5. Setting a Public Hearing on the Fiscal Year 2026 First Budget Amendment

City Manager recommending the first Fiscal Year 2026 Budget Amendment be set for public hearing for October 20, 2025.

RESOLUTION Setting The Date For The Public Hearing On Amendment No. 1 To The Fiscal Year 2026 Budget For The City Of Dubuque

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for October 20, 2025

6. Setting a Public Hearing on the Comiskey Park Environmental Covenant

City Manager recommending City Council set a public hearing for October 20, 2025, on the Iowa Land Recycling Program Environmental Covenant.

RESOLUTION Setting A Public Hearing On The Iowa Land Recycling Program Environmental Covenant Between The City Of Dubuque, Iowa And The Iowa Department Of Natural Resources

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for October 20, 2025

BOARDS/COMMISSIONS

1. Boards and Commission Appointments

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

Airport Commission

One, 4-Year term through September 14, 2029 (Expiring term of Brotherton)

Applicant:

Ron Vaughn, 2973 Castle Wood Ln.

Civil Service Commission

Iowa Code §400.1 requires publication of the name(s) of person(s) selected for appointment by the mayor to the Civil Service Commission no less than thirty (30) days prior to a vote by the city council. Mayoral selection of appointments occurred at the August 18, 2025, city council meeting with the vote on appointments to occur at the October 6, 2025, city council meeting.

Two, 4-Year Terms through April 6, 2027 (Newly added seats, per Senate File 311, effective 8-16-25)

Applicants Selected for Appointment by the Mayor:

Julie Bockenstedt, 2475 Cherry St.

Otto Krueger, 2521 Wheatland Dr.

Remaining Applicants:

Barbara Liskey, 2763 Lamotte Dr.

Randall Ludwitz, 867 Barbaralee
Brian Neises, 1841 Phyllrich Dr.
Darcy VanOstrand, 1222 Lincoln Ave

Investment and Cash Management Oversight Advisory Commission

One, 3-Year term through July 1, 2028 (Vacant term of Merritt)

Applicant:

Daniel Scott, 2435 Kaufmann Ave.

PUBLIC HEARINGS

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

1. Water System Improvements 2024 North English Road Water Main Extension Project – Public Hearing: State Revolving Fund (SRF) Loan – Environmental Review

Proof of publication on notice of public hearing to consider City Council approve the resolution authorizing the mayor to sign the revised Environmental Information Document (EID) and direct staff to submit the required documentation, and City Manager recommending approval.

RESOLUTION State Revolving Fund (SRF) Loan - Environmental Review - Water System Improvements 2024 North English Road Water Main Extension Project: Approval Of An Environmental Review As Provided By SRF's Department Of Natural Resources For The Water System Improvements 2024 North English Road Water Main Extension Project

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

2. Proceedings for Public Hearing for the Issuance of Not to Exceed \$2,330,000 Water Revenue Capital Loan Notes (State Revolving Loan Fund Program) North English Road Water Main

Proof of publication on notice of public hearing to consider City Council approval of the suggested proceedings for a public hearing on the issuance of a not to exceed \$2,330,000 Water Revenue Capital Loan Notes, State Revolving Loan Fund Program, the proceeds of which will be used to fund the North English Road Water Main, and City Manager recommending approval.

RESOLUTION Taking additional action on proposal to enter into a Water Revenue Loan and Disbursement Agreement

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

3. Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and Outfly Development, LLC providing for the Sale of City-owned Real Estate to Outfly Development, LLC and the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

Proof of publication on notice of public hearing to consider City Council adopt the attached Resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Outfly Development, LLC providing for the sale of City-owned real estate to Outfly Development, LLC and the issuance of urban renewal tax increment revenue grant obligations pursuant to the Development Agreement, and City Manager recommending approval.

RESOLUTION Approving The Disposal Of An Interest In City Of Dubuque Real Estate By Sale To Outfly Development, LLC Pursuant To A Development Agreement By And Between The City Of Dubuque, Iowa And Outfly Development, LLC Including The Issuance Of Urban Renewal Tax Increment Revenue Grant Obligations To Outfly Development, LLC

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

4. Resolution Adopting a Lake Ridge Urban Revitalization Plan

Proof of publication on notice of public hearing to consider City Council adopt the attached resolution adopting the proposed Lake Ridge Urban Revitalization Plan, and City Manager recommending approval.

RESOLUTION Approving The Urban Revitalization Plan For The Lake Ridge Urban Revitalization Area

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

5. Public Hearing on the plans, specifications, form of contract, and estimated cost for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades Project

Proof of publication on notice of public hearing to consider City Council adopt the attached resolution approving the plans, specifications, form of contract, and estimated cost of \$2,950,000.00 for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades project, and City Manager recommending approval.

RESOLUTION Giving final approval to, and confirmation of, plans, specifications, form of contract and estimate of cost for the 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project

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

PUBLIC INPUT

At this time, anyone in the Council Chambers may address the City Council on the Action Items on the agenda or on matters under the control of the City Council.

Residents are asked to approach the podium and state their name and address before proceeding with their comments. Individual remarks are limited to 5 minutes and the overall Public Input period is limited to 30 minutes. Under the Iowa Open Meetings Law, the City Council can take no formal action on comments given during Public Input which do not relate to Action Items on the Agenda.

ACTION ITEMS

These are items where discussion is held by the City Council - public comments

are not allowed except where authorized by the Mayor.

1. Commercial Air Service Minimum Revenue Guarantee

City Manager recommending City Council dedicate \$2.4 million to a Minimum Revenue Guarantee for Denver Air Commercial Air Service for the current fiscal year (FY26) through June 30, 2026, and an additional \$100,000 to the marketing of that service because the more people that fly the less time a minimum revenue guarantee will be required.

Suggested Disposition: Receive and File; Council Direction

2. International Property Maintenance Code (IPMC) Ground Fault Circuit Interrupter (GFCI) Amendment Update

City Manager recommending City Council approval of an ordinance amendment to the property maintenance code modifying GFCI requirements.

ORDINANCE Amending City Of Dubuque Code Of Ordinances Title 14 Building And Development, Chapter 1 Building Codes, Article J Property Maintenance Code, Section 14-1J-2 International Property Maintenance Code Amendments

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

3. Request for City Council Ratification of the Second Amendment to the Dubuque Police Protective Association (DPPA) July 1, 2024 CBA

City Manager recommending City Council ratify the Second Amendment to the Dubuque Police Protective Association (DPPA) July 1, 2024 CBA.

Suggested Disposition: Receive and File; Approve

4. Award of Construction Contract Water System Improvements 2024 North English Road Water Main Extension Project

City Manager recommending City Council award the construction contract for the Water System Improvements – 2024 North English Road Water Main Extension project to Top Grade Excavating, of Farley, IA in the amount of \$1,487,135.00.

RESOLUTION Awarding contract for the North English Road Water Main Extension Project

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

5. Madison, Gay, and Jefferson Park Playground Replacements

City Manager recommending approval of Madison, Gay, and Jefferson Park Playground Replacements Projects that are not currently included or do not have enough funding to complete the projects in the Fiscal Year 2026 budget.

Suggested Disposition: Receive and File; Approve

6. Murphy Park Tennis Court Resurfacing and Playground Replacement

City Manager recommending approval of Murphy Park Tennis Court Resurfacing and Playground Replacement Projects that are not currently included or do not have enough funding to complete the projects in the Fiscal Year 2026 budget.

Suggested Disposition: Receive and File; Approve

7. Flora Park Tennis Court Resurfacing

City Manager recommending approval of Flora Park Tennis Court Resurfacing Projects that are not currently included in the Fiscal Year 2026 budget.

Suggested Disposition: Receive and File; Approve

8. Eagle Point Park Projects

City Manager recommending approval of Eagle Point Park Projects that are not currently included in the Fiscal Year 2026 budget.

Suggested Disposition: Receive and File; Approve

9. Police Space and Feasibility Study

City Manager recommending the approval of a Police Department Space and Feasibility Study project that is not currently included in the Fiscal Year 2026 budget. This has been established as a City Council priority.

Suggested Disposition: Receive and File; Approve

10. Public Works Building Improvements and Asphalt Paver Replacement

City Manager recommending the approval of Public Works Building Improvements at the Municipal Services Center and an Asphalt Paver Replacement project that are not currently included or do not have enough funding to complete the projects in the Fiscal Year 2026 budget.

Suggested Disposition: Receive and File; Approve

COUNCIL MEMBER REPORTS

CLOSED SESSION

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

ADJOURNMENT

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

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

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

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

**City of Dubuque
City Council**

PRESENTATIONS # 1.

ITEM TITLE:

Mayor of the Year Award Recognition

SUMMARY:

Iowa League of Cities Director Alan Kemp will recognize Mayor Brad Cavanagh for recently being named Mayor of the Year in the Over 10,000 in Population category by the Iowa Mayors Association.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Press Release
2. Nomination



Cavanagh Receives Mayor of the Year Award

SEPT. 19, 2025

Dubuque Mayor Brad Cavanagh was recently named Mayor of the Year in the Over 10,000 in Population category by the Iowa Mayors Association. The award was presented at the association's business meeting on Wed., Sept. 17, during the Iowa League of Cities Annual Conference and Exhibit in Des Moines.

The Mayor of the Year Award was created to recognize individuals who have provided extraordinary public service to their community, the Iowa League of Cities, Iowa Mayors Association, and local government. The award has three population categories: Under 2,000, 2,000-10,000, and Over 10,000. Mayors Przychodzin of Massena and Van Otterloo of Rock Valley won the other categories.

Mayor Cavanagh served as the Iowa League's board president this past year, leading conversations and partnerships across the state and at the Iowa Capitol. The association noted Cavanagh prioritized transparent public communications, launching a new "Delivering Dubuque with Mayor Cavanagh" video program to explore how the city is making investments, the public improvement initiatives the city is progressing, and key facets of local government for residents.

According to the association, although the position of mayor of Dubuque is part-time, Mayor Cavanagh's dedication and efforts make it seem like a full-time commitment. Mayor Cavanagh's talents as a gifted speaker, strategic thinker, and problem solver serve his community well and rank him highly amongst his peers and most deserving of this recognition.

The Iowa League of Cities recognizes and celebrates the engaging and thoughtful leadership of Mayor Cavanagh in meeting the unique needs of Dubuque.

###

MEDIA CONTACT

Mike Armstrong, Iowa League of Cities Communications Coordinator
mikearmstrong@iowaleague.org, 515.244.7282



Share on Facebook



Share on Twitter



Share via Email

Copyright © 2025 City of Dubuque. All Rights Reserved.
50 W. 13th Street, Dubuque, IA 52001

Powered by



In your view, what has this person done to provide extraordinary service to city government, their community and local region or the Mayors Association? Why do you feel this person should receive the Mayor of the Year Award?

Although the position of Mayor in the City of Dubuque is part-time, Mayor Cavanagh's dedication and effort make it seem like a full-time commitment. Mayor Cavanagh's talents as a gifted speaker, strategic thinker and problem solver serve his community well and rank him highly amongst his peers and most deserving of this recognition.

He is actively involved in numerous organizations that leverage resources, establish connections, and advocate for specific issues, including the Iowa Mayors Association and the Mississippi River Cities and Towns Initiative. As President of the Iowa League of Cities, he represents the organization and collaborates with the board of directors to develop policies and drive initiatives that align with the League's mission and objectives, serving as a key stakeholder in shaping the organization's future strategy. He has also served on the Iowa League of Cities State Legislative Policy Committee as a member, including as Cochair and then Chair since he was elected as Mayor. Mayor Cavanagh founded and leads the Dubuque Community Air Service Task Force, a coalition of community stakeholders dedicated to advocating for the return of legacy air service to the Dubuque region. His leadership has been catalytic in returning vital daily air service to the Northeast Iowa, Northwest Illinois, and Southeast Wisconsin region.

Mayor Cavanagh's involvement in multiple organizations not only demonstrates his dedication to representing Dubuque but also reflects his enthusiasm for building partnerships. He recognizes partnerships as vital to the success of the community and has supported buy-in from community leaders, businesses, and residents in multiple initiatives. He regularly attends conferences to share Dubuque's successes with other communities and learn from their achievements. These conferences include the National League of Cities, the Iowa League of Cities, the U.S. Conference of Mayors, and the COP28 Conference held in Dubai in 2023. Mayor Cavanagh was elected as the 2024 Vice Chair of the Iowa Metropolitan Coalition, collaborating with other Iowa leaders to promote the legislative priorities of Iowa's larger communities.

Mayor Cavanagh consistently highlights both Dubuque's challenges and successes as he shares our story on the regional, national, and global stage. In March 2025, Mayor Cavanagh traveled to Quebec, Canada, to present Dubuque's Bee Branch Watershed Flood Mitigation Project to an audience of more than 100 participants. The forum was hosted by Vivre en Ville, a Canadian public interest organization that contributes to the development of sustainable communities throughout the province of Quebec. As the only American presenter and one of two keynote speakers, Mayor Cavanagh shared Dubuque's multi-faceted approach to addressing flash flooding through the Bee Branch Watershed. The forum included representatives from communities across Quebec and other Canadian provinces facing similar flooding challenges. His participation reflected a commitment to sharing Dubuque's successes as a model for others.

In October 2023, Mayor Cavanagh was one of 50 U.S. mayors to participate in Bloomberg CityLab 2023, a prestigious, multi-day summit to discuss addressing challenges cities are facing regarding climate, infrastructure, technology, migration, gun violence, and more. The event brought together more than 500 city leaders, experts, innovators, and artists from over more than 200 cities spanning 40 countries and six continents.

In November 2023, Mayor Cavanagh was one of 150 mayors invited by Bloomberg Cities Initiative to attend COP28, an annual global climate conference in Dubai, where world leaders convened to engage in crucial negotiations and commitments concerning the climate crisis. While there, he participated in the COP28 Local Climate Action Summit to represent local solutions to the crisis and showcase Dubuque's leadership in climate action. Mayor Cavanagh came back to Dubuque re-energized in his commitment to address the global climate crisis, and has engaged his Council colleagues and many community groups in conversations about the demand for us to act locally to impact our children's future.

Mayor Cavanagh frequently travels to Des Moines and Washington, D.C. to strengthen relationships with state and federal legislators and to advocate for the needs of local municipalities, especially as many grants and programs that benefit Dubuque may be impacted in an ever-changing landscape. He approaches these interactions as collaborative partnerships, making himself both approachable and effective in working with lawmakers. During the 2025 legislative session, he played an active role in communicating the potential impacts of proposed legislation on local governments. His involvement was particularly influential in the property tax discussions, where he helped legislators recognize the value of delaying the legislation to allow for continued dialogue. Mayor Cavanagh's approach was that while tax reform is beneficial, it must be a thoughtful process that considers everyone's interests. Doing it right takes time to carefully evaluate the impacts of various ideas and proposals. Now, with several months available for analysis, there is an opportunity to develop a fair plan that respects taxpayers while ensuring cities, counties, and schools can continue providing the essential services residents need, expect, and deserve.

Mayor Cavanagh played three important roles in this legislative session.

1. Serving as the Mayor of Dubuque gave him a keen understanding of the community, the needs of the residents and the demands on taxpayers. He was able to articulate to legislators the importance of conducting a deliberative process.
2. As President of the Iowa League of Cities, he was able to represent the interest of all of the communities in the State of Iowa, directing the efforts of their lobbyist and having the Iowa League of Cities develop impact templates so each community could quickly and accurately calculate how different pieces of legislation would impact each community and their ability to continue to offer essential services and to positively impact quality of life for their residents.
3. Mayor Cavanagh serves as a member of the Metropolitan Coalition, an organization that represents the large cities in the State of Iowa, and he was able to advocate for the special needs of these larger cities, who serve as the economic engines of the State of Iowa where almost all of the economic and population growth is occurring as they serve the interest of the majority of the people who live in the State of Iowa.

Another facet of Mayor Cavanagh's extraordinary service is the culture he creates with his council colleagues, city staff, and residents. Mayor Cavanagh's professional background includes work as a social worker and college professor, and he uses the skills that make him successful in those settings in his elected role. Mayor Cavanagh skillfully balances professional decorum at City Council meetings with a touch of humor, injecting well-timed jokes that foster a positive atmosphere. He diligently sets a tone that indicates the City Council is approachable and receptive to resident input and models civility and respect in an age where those values are increasingly replaced with tense public debate and incivility. When subject matter experts present highly technical information to the City Council, Mayor Cavanagh

frequently distills the key points and outlines next steps. He proactively considers public perception and ensures that his summaries make the information accessible to all.

Mayor Cavanagh's commitment to supporting informed, engaged residents and fostering transparency is exemplified in multiple ways. The first example is in the "Delivering Dubuque with Mayor Cavanagh" video series he initiated shortly after becoming mayor. Working with video production staff from the City's public information office, he explores the investments and initiatives that are bringing about positive change in the Dubuque community. In each episode, Mayor Cavanagh meets with city staff, partner organizations, and community members to explore the many ways in which they are "Delivering Dubuque" to all. Since taking office, at least 10 episodes have been produced. The second example is in the "Leading Iowa: Good Government in Iowa's Cities Podcast" that Mayor Cavanagh co-hosts. The podcast features conversations with government leaders from across the state, sharing best practices and success stories in public service. The podcast celebrates the dedication of public servants and showcases their commitment to their communities.

Mayor Cavanagh served as a co-keynote speaker at the City of Dubuque's 2025 Employee Recognition Event, participating in a conversational discussion on stage in front of a majority of the City organization. The format offered employees a unique opportunity to see and hear directly from the mayor. He openly addressed the City's current challenges and shared future goals, demonstrating a genuine commitment to transparency and to keeping employees informed, engaged, and connected to the City's overall direction.

Mayor Cavanagh acts to make sure that all residents have access to their elected officials. While we have continued to meet challenges in determining how we can assist when state legislative barriers stand in the way, Mayor Cavanagh has advocated for residents in many ways. A specific example is his advocacy of mobile home park residents who are victims of predatory landlords, fostering partnerships that are exploring creative solutions to assist in their affordable housing needs.

Mayor Cavanagh embodies the community-focused aspect of the role by constantly attending community events and participating in diverse speaking engagements, from project ribbon cuttings to reading to first graders. He has also taken time from his busy schedule to personally connect with participants in our City Life program, especially in our Spanish speaking class. Mayor Cavanagh deserves the Mayor of the Year award because he tirelessly advocates for the community that he loves. The City of Dubuque is incredibly fortunate to have such a dedicated, personable, and caring individual representing our city as Mayor.

**City of Dubuque
City Council**

PRESENTATIONS # 2.

ITEM TITLE: 2025 Rising Star Award Recognition

SUMMARY: A Telegraph Herald (TH) representative will recognize Community Impact Director Antonio Mouzon for being selected as a 2025 TH Media Rising Star.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. bizTimes Profile of Mouzon

bizTiMES_{obiz}

TRI-STATE NEWS FOR YOUR BOTTOM LINE

SEPTEMBER 2025

RISING STARS 2025



Caiti Droessler



Ben Haun



Cris Houlihan



Heather Jelinske



Alex Lee



Ben Loeffelholz



Diana Miller



Antonio Mouzon



Reggie Rowe



Morgan Samek



Regan Takes



Matt Thole

A PRODUCT OF **TH MEDIA**

SPONSORED BY



Antonio Mouzon

BY DUSTIN KASS

Antonio Mouzon believes that he is doing what he was meant to do.

A man of faith, Mouzon believes he is serving in the way that God intended as the director of the city of Dubuque's Department of Community Impact.

The department only has been in existence for a little over a year, but the impact of its efforts already can be seen.

For example, Iowa's first Equitable Fine and Fee Program reduces financial penalties for low-income residents in exchange for volunteering while connecting them with community resources. It started this year with overdue city water bills, but it could expand in the future.

"To truly create a thriving community, we have to start with one person, one family at a time," Mouzon said.

Mouzon, 37, has been named a 2025 TH Media Rising Star for his career success and civic engagement.

"To truly create a thriving community, we have to start with one person, one family at a time."

Antonio Mouzon

**RISING STARS
2025**

"Antonio serves as a powerful role model through his unwavering commitment to equity, service and inclusive leadership," wrote Kristen Dietz, city of Dubuque talent acquisition manager, in her nomination of Mouzon. "He leads by example, consistently using his platform to advocate for underrepresented voices, bridge gaps between communities and institutions, and challenge the status quo in meaningful, actionable ways."

Mouzon was born in New York and also lived in Texas and Germany while growing up in a military family. He credits his high school football coach with "inspiring me to think bigger than what I was thinking." That belief from his coach and a connection with a recruitment officer from University of Dubuque led Mouzon to apply to one college.

He became the first in his family to attend college when he arrived at UD. He earned his bachelor's degree in health and wellness.

His path after college included owning a health and wellness business and serving as an instructor of personal empowerment for more than six years at UD, during which time he completed his master's degree. He also since has earned his Ph.D.

In July 2023, Mouzon was hired to lead the city's Multicultural Family Center.

"That got me even more invested in the community and especially the downtown community," he said, noting that his work was "fueled by passion, fueled by purpose."

In July 2024, he was named the city's city impact director.

His department uses programming, events and advocacy in efforts to improve the quality of life for residents. The Multicultural Family Center and local AmeriCorps programming also fall under the department's responsibilities.

"We're truly valuing people, and we're people-centered," Mouzon said.

ANTONIO MOUZON

Age: 37.

Job title: Director of Office of Community Impact, city of Dubuque.

Family: Wife, Alicia, and children Avionnah, 13; Avaeah, 10; Avahni, 6; Adonis, 4; and Amias, 1.

Community involvement: Greater Dubuque Development Corp. board member, Dupaco Community Credit Union board member, Dubuque Black Men Coalition member and Phi Beta Sigma Fraternity Inc. member.

City officials said the impact of his work is already evident. "His ability to bring people together, drive measurable results, and lead with both vision and compassion positions him as a rising star in public sector leadership with clear business and community impact," Dietz wrote.

Outside of work and a busy family life as a husband and father of five children, Mouzon gives back through volunteer work and mentorship. He serves on the boards of Greater Dubuque Development Corp. and Dupaco Community Credit Union, and he is a member of Dubuque Black Men Coalition and Phi Beta Sigma Fraternity Inc.

"Every minute counts, and I love to be productive," he said. "Again, it's not work — it's service. It's not work — it's purpose."

Dietz highlighted Mouzon's mentorship of young people, "particularly those from underserved backgrounds."

"Whether through formal service or informal mentorship, Antonio leads with a spirit of giving and a passion for building stronger, more connected communities," she wrote.

"Every minute counts, and I love to be productive.
Again, it's not work — it's service. It's not work — it's purpose."

Antonio Mouzon



Congratulations

Rising Star Award Winner

Antonio Mouzon

City of Dubuque

Community Impact Director

THE CITY OF
DUBUQUE
Masterpiece on the Mississippi

adno=443452

**City of Dubuque
City Council**

PRESENTATIONS # 3.

ITEM TITLE: Recognition of Airport Commissioner for 30 Years of Service
SUMMARY: Airport Director Todd Dalsing will recognize former Airport Commissioner Doug Brotherton for his 30 years of service on the Airport Commission. Brotherton retired from the commission in September of 2025.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Doug Brotherton Recognition 2025

September 23, 2025

Doug Brotherton first learned to fly in 1969, when the Dubuque airport advertised a chance to learn to fly for \$500. Early on, Doug began flying with the local Key City Flying Club. He then purchased an aircraft, rented a T-hangar, and logged 1000's of hours flying family and friends. As a long-term member of the Dubuque EAA Chapter 327, Doug has volunteered numerous hours toward educational and mentoring programs at events such as the Fly-In Drive-In Breakfast and Young Eagles. For many years, Doug made the annual pilgrimage to the Oshkosh Air Venture Fly-In.

In 2022, after over fifty (50) years of flying, Doug earned the distinguished Wright Brothers Master Pilot Award, respect and admiration of fellow aviators, Commissioners, staff, and aviation community. Doug has always stressed professionalism and safety from preflight to destination.

Doug has been a long-time supporter and advocate for aviation at the Dubuque Regional Airport and the tri-state area. In July 1995, Doug took the oath of office as an Airport Commissioner. Over the last 30 years, Doug has served in all positions including Airport Chair multiple times.

Doug has helped guide Dubuque Regional Airport staff through three Airport Master Plan development and implementation. Some of the notable projects during Doug's tenure as Airport Commissioner include:

Runway 36 extension; 13-31 and 18-36 runway overlays; taxiway construction and modification; apron construction; airfield lighting and signage; safety area improvements; Joint Use facility for Airfield Operation and Maintenance; Snow Removal Equipment storage facility; Aircraft Rescue Fire and Snow Removal Equipment acquisitions; ATCT radar; new runway approaches; T-hangars; bulk storage hangars; various land acquisitions. The design, sitework, and construction of a new 33,000 sq. ft. commercial passenger air service complex, including entrance road, parking lot, terminal, apron and taxiways, opened in 2016; Several non-aeronautical and aeronautical land leases including University of Dubuque Aviation Program construction of a new 11,000 sq. ft. Babka Flight Center training campus, which opened in 2019, and currently expanding hangar, building, apron and parking, with over 500 flight students, instructors, and 30+ airframes, including rotor and fixed wing. Most recent projects include solar array powering the Capt Martin Terminal, new taxiway alpha and GA Apron construction projects.

Over the last 30 years Doug has worked with Airport staff to navigate through milestone challenges; rescissions, 9/11 when the nation was grounded for weeks, flatline windstorm that destroyed 3 hangars impacting multiple aircraft, and most recent global pandemic.

Doug, working with fellow commissioners and staff over the years always found innovative ways to keep advancing Dubuque Regional Airport and tri-state aviation.
Thank you Doug, for 30 + years of service!

Todd Dalsing
Airport Director
Dubuque Regional Airport

**City of Dubuque
City Council**

PROCLAMATIONS # 1.

ITEM TITLE:	Indigenous Peoples' Day (October 13, 2025)
SUMMARY:	On behalf of the Sisters of St. Francis, Sisters of Charity of the Blessed Virgin Mary, and Sisters of the Presentation of the Blessed Virgin Mary.
SUGGESTED DISPOSITION:	
ATTACHMENTS:	1. Proclamation

PROCLAMATION

WHEREAS, Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native Nations to the International Conference on Discrimination Against Indigenous Populations in the Americas as a commemoration of 500 years of survival and renewal of Indigenous Nations in the face of genocide and colonization; and

WHEREAS, a growing number of cities and towns in the United States have recognized the second Monday of October as Indigenous Peoples' Day as an opportunity to celebrate Indigenous heritage and resiliency; and

WHEREAS, the City of Dubuque recognizes that the Indigenous Peoples of this hemisphere have lived on these lands since time immemorial, and that Dubuque itself was built upon the homelands of the Ioway, Ho-Chunk, Sioux, Meskwaki, Kickapoo, Miami, and other Indigenous Peoples of this region, and acknowledges and honors these members of the community; and

WHEREAS, the City of Dubuque recognizes the historic, cultural, and contemporary significance of the Indigenous Peoples of the lands that also became known as the Americas; and

WHEREAS, the City of Dubuque desires to support the struggles of Indigenous Nations for social and environmental justice, religious freedom, tribal sovereignty, and equity; and

WHEREAS, the City of Dubuque seeks to bring greater understanding to the people of Dubuque regarding Indigenous cultures and the enormous contributions they have made and continue to make to our Nation.

NOW THEREFORE, I, BRAD M. CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF, AND RESIDENTS OF DUBUQUE, DO HEREBY PROCLAIM THE 13TH OF OCTOBER 2025 AS

“Indigenous Peoples’ Day”

IN THE CITY OF DUBUQUE, IOWA.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 6th day of October 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitsfelder, CMC, City Clerk

2025: Submitted by: Elizabeth Winter, Dubuque County Reads. Accepted by Ann DeNicole, BVM; Suzanne Gallagher, PVBM (Presentation Sisters); Dave Heiar, Franciscan Associate; Elizabeth Winter, Dubuque County Reads; Sarah Smith, Dubuque County Reads; and Lydia Sigwarth, Dubuque County Reads on behalf of Sisters of St. Francis, Sisters of Charity of the Blessed Virgin Mary, and Sisters of the Presentation of the Blessed Virgin Mary.

2021: Submitted by Brenna Cussen Anglada, brennacussen@gmail.com, and accepted by Mr. Jody Durnin (Meskwaki) of the Dubuque for Indigenous People's Day Committee.

2020: Submitted by Brenna Cussen Anglada, brennacussen@gmail.com, and accepted by Mr. Jody Durnin (Meskwaki) of the Dubuque for Indigenous People's Day Committee.

2019: Submitted by Brenna Cussen Anglada, brennacussen@gmail.com, and accepted by Mr. Jody Durnin and others of the Dubuque for Indigenous People's Day Committee.

**City of Dubuque
City Council**

PROCLAMATIONS # 2.

ITEM TITLE: Trick or Treat Night (October 31, 2025)
SUMMARY: On behalf of the City of Dubuque.
**SUGGESTED
DISPOSITION:**

ATTACHMENTS:
1. Proclamation



PROCLAMATION

WHEREAS, cornstalks, pumpkins, and a golden moon will herald the cool weather of autumn and the entertaining holiday of Halloween; and

WHEREAS, Halloween is the fun time of year when young and old become creative and emerge as ghosts, devils, witches, cartoon characters, superheroes, and more; and

WHEREAS, all manner of delightful, costumed individuals go from house to house on their annual journey for candy and treats, announcing their arrival with a hearty "Trick or Treat!"

NOW THEREFORE, I, BRAD M. CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF AND RESIDENTS OF DUBUQUE, DO HEREBY PROCLAIM FRIDAY, OCTOBER 31, 2025, AS:

"TRICK OR TREAT NIGHT"

DURING THE HOURS OF 5:30 PM TO 7:30 PM IN THE CITY OF DUBUQUE, IOWA, AND URGE ALL MOTORIST TO BE WATCHFUL OF OUR YOUNGSTERS MAKING THEIR ANNUAL ROUNDS.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque, Iowa, to be affixed this 6th day of October 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC, City Clerk

2025: Submitted by the City Clerk's Office and accepted by Mayor Cavanagh.
2024: Submitted by the City Clerk's Office and accepted by Mayor Cavanagh.
2023: Submitted by the City Clerk's Office and accepted by Mayor Cavanagh.
2022: Submitted by the City Clerk's Office and accepted by Mayor Cavanagh.
2021: Submitted by the City Clerk's Office and accepted by Mayor Buol.
2020: Submitted by the City Clerk's Office and accepted by Mayor Buol.
2019: Submitted by the City Clerk's Office and accepted by Mayor Pro Tem Rios.
2018: Submitted by the City Clerk's Office and accepted by Mayor Pro Tem Del Toro.
2017: Submitted by the City Clerk's Office and accepted by Mayor Buol.
2016: Submitted by the City Clerk's Office and accepted by Mayor Buol.
2015: Submitted by the City Clerk's Office and accepted by Mayor Buol.
2014: Submitted by the City Clerk's Office and accepted by Mayor Buol.
2013: Submitted by the City Clerk's Office and accepted by Mayor Buol.
2012: Submitted by the City Clerk's Office and accepted by Mayor Buol.
2011: Submitted by the City Clerk's Office and accepted by Mayor Buol.
2010: Submitted by the City Clerk's Office and accepted by Mayor Buol.
2009: Submitted by the City Clerk's Office and accepted by Mayor Buol.
2008: Submitted by the City Clerk's Office and accepted by Mayor Buol.
2007: Submitted by the City Clerk's Office and accepted by Mayor Buol.

**City of Dubuque
City Council**

CONSENT ITEMS # 1.

ITEM TITLE: Minutes and Reports Submitted

SUMMARY: City Council Proceedings of September 8, 15, 22, 23, and 25, 2025; Building Code Advisory and Appeals Board Minutes of March 22 and April 6, 2023; Historic Preservation Commission of August 21, 2025; Human Rights Commission of August 12, August 29, and September 4, 2025; Library Board of Trustees Update of August 28, 2025; Park and Recreation Commission of August 12, 2025; Transit Advisory Board of April 10, 2025; Zoning Advisory Commission of September 3, 2025; Zoning Board of Adjustment of August 28, 2025; Proof of publication of City Council Proceedings of August 27, September 2, and September 4, 2025.

SUGGESTED DISPOSITION: Receive and File

ATTACHMENTS:

1. 9 8 25 City Council Minutes
2. 9 15 25 City Council Minutes
3. 9 22 25 City Council Minutes
4. 9 23 25 City Council Minutes
5. 9 25 25 City Council Minutes
6. Building Code Advisory and Appeals Board Minutes of March 2023
7. Building Code Advisory and Appeals Board Minutes of April 2023
8. Historic Preservation Commission Minutes
9. Human Rights Commission Minutes - August 12, 2025
10. Human Rights Commission Subcommittee Minutes - August 29, 2025
11. Human Rights Commission Subcommittee Minutes - September 4, 2025
12. Library Board of Trustees Update
13. Park and Recreation Commission Minutes
14. Transit Advisory Board Minutes
15. Zoning Advisory Commission Minutes
16. Zoning Board of Adjustment Minutes
17. Proof_August 27 Proceedings
18. Proof_September 2 Proceedings
19. Proof_September 4 Proceedings

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

The Dubuque City Council met in special session at 6:00 p.m. on September 8, 2025, in the Dubuque Law Enforcement Center, 770 Iowa Street.

Present: Mayor Cavanagh; Council Members Farber (arrived at 6:37 p.m.), Jones, Resnick, Roussell, Sprank, Wethal; City Manager Van Milligen, City Attorney Brumwell.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on the Precision Policing Center.

**WORK SESSION
Precision Policing Center**

Police Captains Luke Bock and Scott Baxter made a presentation on the Precision Policing Center (PPC). As part of their presentation, Police Officer Ethan Lembke conducted a live drone demonstration. In response to questions, Bock and Police Chief Jeremy Jensen confirmed that the Police Department collaborates with the Fire Department to deploy drones during fire-related incidents. Separately, within police operations, drones are commonly used for traffic accidents, foot pursuits, navigating difficult terrain, capturing aerial imagery of crime scenes near bluffs, and identifying train blockages. Jensen noted that drones are currently the fastest-growing technology in law enforcement. They also addressed questions regarding drone battery life, flight range, and federal regulatory constraints. Baxter clarified that police camera footage is used strictly for internal purposes and that officers are notified if another officer intends to live stream body camera footage. Following the presentation and questions, staff led a tour of the PPC facility.

After the tour, Crime and Intelligence Analyst Samantah Schueller and PPC Technicians Beth Beaves, Zach Steger, and Alex Riniker presented on their roles and operations. Bock confirmed that the department can track time spent on calls for service to evaluate the impact of Schueller's work. Both Bock and Jensen stated that the data collected helps identify repeat crime locations and emerging trends. Jensen stated that while the PPC may not directly influence police officer recruitment, current officers have been impressed with its outcomes. He also confirmed that the City's automated license plate reader system, Flock, is used exclusively for criminal investigations. City Council Members commended the PPC's operational efficiencies and praised the staff's support of frontline officers. They also expressed appreciation for the collaborative approach and noted that they look forward to the additional efficiencies that will be identified over time.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:18 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

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

The Dubuque City Council met in special session at 5:15 p.m. on September 15, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting work sessions on Serve Dubuque and Imagine Dubuque.

**WORK SESSIONS
Serve Dubuque Update**

Community Impact Director Antonio Mouzon, AmeriCorps Program Director Sarah Berna, and Traffic Engineer Justine Hull presented on the Serve Dubuque program. City Council Members emphasized the program as a demonstration of the value of service.

This work session concluded at 5:46 p.m.

Imagine Dubuque Update

Planning Services Director Wally Wernimont and Assistant Planner Jason Duba presented an update on the implementation of the Imagine Dubuque plan. Responding to questions, Wernimont and Van Milligen explained that City Council incorporates input from staff, boards, and commissions into its goal-setting process, with tonight's work session intended to provide an update on the comprehensive plan. Wernimont noted staff will follow up on Council's suggestion to create a document summarizing achievements to date with the comprehensive plan. He added that staff already provide quarterly updates to the Long Range Planning Advisory Commission. On the downtown master plan, Wernimont said there will be a funding request for a request for proposals (RFP) and expressed his intention to review multiple studies as part of that process. Van Milligen clarified the plan will only move forward if selected as a Council priority during goal setting. Wernimont also spoke about the Union at the Marina workforce housing project, highlighting the factors that influence housing location decisions. Council Members commended past priorities and acknowledged limited staff resources and funds.

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

/s/Adrienne N. Breitfelder, CMC
City Clerk

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

The Dubuque City Council met in regular session at 6:30 p.m. on September 15, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Barry Lindahl Savvy Over 60 Award Recognition: Brumwell acknowledged Senior Counsel Barry Lindahl for being honored with TH Media's Savvy Over 60 Award and recognized his 50 years of service to the City. Mayor Cavanagh presented a proclamation in celebration of the milestone.

PROCLAMATIONS

1. National See Tracks? Think Train Week (September 15 - 21, 2025) was accepted by Josh Sabin on behalf of CN Railroad North America.

CONSENT ITEMS

Jones requested Item No. 10 and Farber requested Item No. 18 be held for separate discussions. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated, except for Item Nos. 10 and 18. Seconded by Roussell. Motion carried 7-0.

1. Minutes and Reports Submitted: City Council Proceedings of August 27, September 2, and September 4, 2025; Arts and Cultural Affairs Advisory Commission of July 29, 2025; Community Development Advisory Commission of July 16, 2025; Civic Center Advisory Commission of June 2, 2025; Housing Trust Fund Advisory Committee of September 12, 2024 and August 28, 2025; Investment and Cash Management Oversight Advisory Commission of April 25, 2025; Library Board of Trustees of July 24 and August 20, 2025; Resilient Community Advisory Commission of August 7, 2025; Zoning Advisory Commission of August 6, 2025; Zoning Board of Adjustment of July 24, 2025; Proof of Publication of City Council Proceedings of August 4 and August 18, 2025. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Tim Hitzler for property damage; Daniel Reich for vehicle damage; Alex Stein for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Key City Creative Center for property damage; Daniel Reich for vehicle damage; Alex Stein for vehicle damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 293-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

5. Bunker Hill Foundation Repair Project Acceptance: Upon motion the documents were received and filed, and Resolution No. 294-25 Accepting The Bunker Hill Foundation Repair Project And Authorizing The Payment Of The Contract Amount To The Contractor was adopted.

6. Adoption of Supplement Number 2025 S-17 to the City of Dubuque Code of Ordinances: Upon motion the documents were received and filed, and Resolution No. 295-25 Adopting Supplement No. 2025 S-17 To The Code Of Ordinances Of The City Of Dubuque, Iowa was adopted.

7. Updated Boards and Commissions Application: City Clerk provided an updated version of the application for boards and commissions and the discontinuation of optional demographic data collection. Upon motion the documents were received and filed.

8. Final Plat Oakland Ridge Estates Plat 2: Upon motion the documents were received and filed, and Resolution No. 296-25 Approving The Final Plat Of Oakland Ridge Estates Plat 2, Dubuque County, Iowa was adopted.

9. September Utility Bill Insert: Parks and Recreation "Let's Go" Fall Programs and Events: Upon motion the documents were received and filed.

10. City of Dubuque Patent: Motion by Jones to receive and file the documents. Seconded by Resnick. City Council emphasized the uniqueness of the city securing a patent and commended Water Resources Project Supervisor Todd Irwin for achieving it. Motion carried 7-0.

11. Southwest Arterial / US52 Corridor Right-of-Way Survey & Replat: AECOM - Consultant Services Supplemental Agreement No. 2: Upon motion the documents were received and filed, and Resolution No. 297-25 Approving The Consultant Professional Services - Supplemental Agreement No. 2 Between AECOM Technical Services, Inc. And The City Of Dubuque To Complete Land Survey And Replating Of Property Along The Southwest Arterial / US52 Corridor From US Highway 20 To US Highway 61 / 151 was adopted.

12. Signed Contract(s): Advantage Sheet Metal, Inc for Services Repairs for Transportation Services Department; A & G Electric for Service Repairs to Buildings for Transportation Services; All Star Environmental for Asbestos Removal at Fire Headquarters; Communications Engineering Company for City of Dubuque - Fiber Terminations at MFC; Dorner Company for Cla-Val Link2Valves Inspection/Cataloging; Dubuque Sign Company for Sign Replacement / Repairs for Transportation Services; Fransyl Equipment for Equipment Inspection & Repairs; Geisler Brothers Company for Hvac Repairs/Service to Buildings for Transportation Services; Grandview Painting for Interior Painting for Fire Headquarters; Haasco Ltd. for HVAC Replacement at Fire Hdq.; Jaeger Plumbing and Pump, Inc. for Environmental One (E-ONE) Sewage Pump Service Contract; Jaeger Plumbing and Pump, Inc. for Transportation - Service Repairs for Plumbing; Kinsella Concrete Construction for Concrete Replacement - Town Clock Plaza Area 6th and Main St.; MacQueen for Various repairs and service to fire equipment; Molo Plumbing & Heating for Plumbing Repairs to Buildings for Transportation Services; Woodman Controls Company for the Port Ramp Tech Support / Service Calls. Upon motion the documents were received and filed.

13. Improvement Contracts / Performance, Payment, and Maintenance Bonds: Eastern Iowa Excavating & Concrete, LLC for the Auburn-Custer Utility and Roadway Reconstruction; Top Grade

Excavating, Inc. for the Old Mill Road Lift Station and Force Main Project - Phase 2; Tschiggfrie Excavating for the North Schmitt Island Collection System Project - Contract #1. Upon motion the documents were received, filed, and approved.

14. Request to Temporarily Increase Water & Resource Recovery Center's (WRRC) Employee Complement to add an Equipment Mechanic: Upon motion the documents were received, filed, and approved.

15. Authorization to Submit FY25/PY24 Community Development Block Grant CAPER: Upon motion the documents were received and filed, and Resolution No. 298-25 Authorizing The Submission Of A Consolidated Annual Performance And Evaluation Report (CAPER) For The Period Commencing July 1, 2024 And Concluding June 30, 2025 was adopted.

16. Lease Agreement with Hawkeye Area Community Action Program: Upon motion the documents were received and filed, and Resolution No. 299-25 Approving The Lease Agreement By And Between The City Of Dubuque And Hawkeye Area Community Action Program For Real Property Located On Central Avenue was adopted.

17. Request for City Council Ratification of the First Amendment to the Dubuque Professional Firefighters Association (DPFA) July 1, 2024 Collective Bargaining Agreement: Upon motion the documents were received, filed, and approved.

18. City Attorney's Office Restructure, State Law Impacts: Motion by Farber to receive and file the documents and approve the City Attorney's Office restructuring plan. Seconded by Resnick. Brumwell summarized the proposed restructuring and the reasons behind it. Motion carried 7-0.

19. City Manager Retirement - June 2027: City Manager shared correspondence to the City Council regarding plans to retire as City Manager of Dubuque in June 2027. Upon motion the documents were received and filed.

20. Iowa Economic Development Authority Workforce Housing Tax Credit Awards - Two Awards in Dubuque: Upon motion the documents were received and filed.

21. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 300-25 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

ITEMS SET FOR PUBLIC HEARING

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

1. Resolution Setting Public Hearing to Adopt a Lake Ridge Urban Revitalization Plan: Upon motion the documents were received and filed and Resolution No. 301-25 Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa, Finding An Area Referred To As The Lake Ridge Urban Revitalization Area Hereinafter Described, Appropriate For Public Improvements Related To Housing And Residential Development And Construction Of Residential Development, Including Single Or Multifamily Housing Necessary In The Interest Of Public Health, Safety, Or Welfare Of The Residents Of The City And Setting A Public Hearing On Creation Of The Lake Ridge Urban Revitalization Area was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 6, 2025 in the Historic Federal Building.

2. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Outfly Development, LLC providing for the Sale of City-owned Real Estate to Outfly Development, LLC and the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Upon motion the documents were received and filed and Resolution No. 302-25 Intent To Dispose Of An Interest In City Of Dubuque Real Estate By Sale To Outfly Development, LLC Pursuant To A Development Agreement By And Between The City Of Dubuque, Iowa And Outfly Development, LLC And Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On The Development Agreement Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Grant Obligations To Outfly Development, LLC And Providing For The Publication Of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 6, 2025 in the Historic Federal Building.

3. Initiate Public Bidding Process and Setting Date for a Public Hearing for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades Project: Upon motion the documents were received and filed and Resolution No. 303-25 To provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project, and the taking of bids therefor was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 6, 2025 in the Historic Federal Building.

4. Proceedings to Set Public Hearing on October 6, 2025 for the Issuance of Not to Exceed \$2,330,000 Water Revenue Capital Loan Notes (State Revolving Loan Fund Program) North English Road Water Main: Upon motion the documents were received and filed and Resolution No. 304-25 To fix a date for a public hearing on proposal to enter into a Water Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$2,330,000 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 6, 2025 in the Historic Federal Building.

BOARDS/COMMISSIONS

Applications were reviewed for the following Boards and Commissions. Applicants were invited to address the City Council regarding their desire to serve on the following Boards/Commissions.

1. Airport Commission: One, 4-Year term through September 14, 2029 (Expiring term of Brotherton). Applicant: Ron Vaughn, 2973 Castle Wood Ln.

2. Investment and Cash Management Oversight Advisory Commission: One, 3-Year term through July 1, 2028 (Vacant term of Merritt). Applicant: Daniel Scott, 2435 Kaufmann Ave. Scott spoke in support of his application.

Appointments were made to the following boards/commissions.

1. Airport Commission: One, 4-Year term through September 14, 2029 (Expiring term of Kurtz-Weber). Applicant: Mariann Kurtz-Weber, 955 Prince Phillip Dr. Motion by Jones to appoint Kurtz-Weber to the term. Seconded by Farber. Motion carried 7-0.

PUBLIC HEARINGS

1. Request to Conditionally Rezone Property at West 32nd Street: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on

for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Wernimont made a presentation and responded to questions on signage restrictions. In response to a question about protocols for commission members abstaining from votes, Brumwell explained that a conflict of interest exists if a commissioner has a financial stake in a project, which typically applies to contractors, engineers, or others directly involved. If no financial conflict is present, her office recommends commissioners participate in the vote. Wernimont added that, in this situation, a commissioner abstained because they felt they did not have enough information. Staff provide guidance on abstentions when commissioners join, and Wernimont confirmed staff will relay this council discussion to the commission. City Council Members commended the process for this rezoning and appreciated the collaborative approach in reaching a solution. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 35-25 Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At 3185 West 32nd Street (PIN 1016227007) From R-1 Single-Family Residential District To OR Office Residential District With Conditions As Established In The Attached Memorandum Of Agreement. Seconded by Farber. Motion carried 7-0.

2. Request to Rezone Property at the Northwest Corner of Key Way Drive and Keystone Drive: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Applicant Gergory Williams, 1650 Drexel Ave., outlined his plans for the property and addressed concerns previously raised by neighbors. In response to a question, Williams explained that the structure will have two floors, with two apartments on each level. City Council Members expressed support for the project, noting that the proposed zoning is compatible with the surrounding area, and thanked Williams for responding to the neighbors' concerns. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 36-25 Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At The Northwest Corner Of The Intersection Of Keystone Drive And Key Way Drive (PIN 1016227007) From R-2 Two-Family Residential District To R-3 Moderate Density Multi-Family Residential District. Seconded by Sprank. Motion carried 7-0.

3. Request to Rezone Property at 1550 Elm Street and 411 East 15th Street: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. City Council Members expressed support for the rezoning. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 37-25 Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At 1550 Elm Street (PIN 1024283003) And 411 East 15th Street (PIN 1024283004) From HI Heavy Industrial District To C-4 Downtown Commercial District. Seconded by Wethal. Motion carried 7-0.

4. Approving a Development Agreement by and between the City of Dubuque, Iowa and Adam Vogel Building, LLC for the Redevelopment of 1701 Central Avenue, Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Motion by Roussell to receive and file the documents and adopt Resolution No. 305-25 Approving A Development Agreement By And Between The City Of Dubuque, Iowa, And Adam Vogel Building, LLC For The Redevelopment Of 1701 Central Avenue, Including The Issuance Of Urban Tax Increment Revenue Obligations. Seconded by Sprank. City Council Members noted that this public hearing, along with the following two, involves properties that are severely blighted and directly support the Council's goal of revitalizing Central Avenue. Van Milligen explained that portions of

downtown are designated as an Urban Renewal (UR) area due to slum and blight conditions, which makes redevelopment incentives available. Given the high cost of rehabilitating these buildings, such incentives are essential. Van Milligen referenced Main Street as a prior example where City Council prioritized revitalization efforts, resulting in positive outcomes for that area. Motion carried 7-0.

5. Approving a Development Agreement by and between the City of Dubuque, Iowa and ASJS Properties, LLC for the Redevelopment of 1913 Jackson Street, Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Motion by Sprank to receive and file the documents and adopt Resolution No. 306-25 Approving A Development Agreement By And Between The City Of Dubuque, Iowa, And ASJS Properties, LLC For The Redevelopment Of 1913 Jackson Street, Including The Issuance Of Urban Tax Increment Revenue Obligations. Seconded by Farber. Motion carried 7-0.

6. Approving a Development Agreement by and between the City of Dubuque, Iowa and Dubuque Initiatives 1700, LLC for the Redevelopment of 1739-1763 Central Avenue, Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Motion by Jones to receive and file the documents and adopt Resolution No. 307-25 Approving A Development Agreement By And Between The City Of Dubuque, Iowa, And Dubuque Initiatives 1700, LLC For The Redevelopment Of 1739- 1763 Central Avenue, Including The Issuance Of Urban Tax Increment Revenue Obligations. Seconded by Wethal. Motion carried 7-0.

PUBLIC INPUT

Jason White, Vice President of Business Services for Greater Dubuque Development Corporation (GDDC), residing at 224 4th Ave. SE, spoke in support of Action Item No. 2. Molly Grover, President and CEO of the Dubuque Area Chamber of Commerce, attempted to provide virtual input on Action Item No. 2 but was unable to do so due to technical difficulties. Mayor Cavanagh stated that she would be given another opportunity to speak when City Council reached that item.

Breitbart reported that written input regarding Action Item No. 2 had been received from the following organizations and one individual: Travel Dubuque, GDDC, Dubuque Area Chamber of Commerce, Loras College, University of Dubuque (UD), and Jim Prochaska, 2478 Beacon Hill Dr.

The City's new Parks and Recreation Director, Matt Kalcevich, introduced himself to the City Council.

ACTION ITEMS

1. Notice of Award and Request to Execute Reimagine Comiskey Park-Phase 2 National Park Service Outdoor Recreation Legacy (ORLP) Grant: Motion by Sprank to receive and file the documents and approve execution of the grant agreement for the \$1,980,698.75 Reimagine Comiskey Park-Phase 2 National Park Service Outdoor Recreation Legacy Grant. Seconded by Resnick. City Council Members commended city staff for securing grants for Comiskey Park and expressed their enthusiasm for building on the momentum from Phase 1 of the project. Motion carried 7-0.

2. Commercial Air Service Minimum Revenue Guarantee (MRG): Motion by Jones to receive and file the documents, engage in discussion by City Council, and continue the discussion at the October 6, 2025, meeting for final action. Seconded by Roussell. Grover was still unable to provide virtual input. Assistant City Manager Cori Burbach read comments that Grover submitted in writing. Airport Director Todd Dalsing made a presentation. In response to a question, Dalsing confirmed that Denver Air Connection has been a strong partner throughout the process and clarified that the MRG is an agreement between the airline and the community partner, not subject to Federal Aviation Administration (FAA) regulations. Dalsing added that he could follow up with the City's consultant to

provide more information on the City's discussions with the airline. He also noted that the airport is working to connect UD aviation students with airline job opportunities through Denver Air Connection. City Council Members engaged in an extensive discussion covering the challenges Dubuque faces in sustaining air service, the importance of maintaining service, and the various options that have been considered. Council Members generally supported the MRG, stressing its necessity to maintain air service until it becomes self-sustaining or another viable option is identified, but also expressed support for delaying further discussion until October 6 to allow additional time for public input and to determine how air service is reflected in the outcome of the upcoming goal-setting process. Motion carried 7-0.

3. Award of Public Improvement Construction Contract for Rustic Point Park Development Project: Motion by Jones to receive and file the documents and adopt Resolution No. 308-25 Awarding The Public Improvement Construction Contract For The Rustic Point Park Development Project. Seconded by Wethal. Motion carried 7-0.

4. Update of the Sustainable Dubuque Community Grant Program: Motion by Roussell to receive and file the documents and approve the changes to the guidelines and application process for Sustainable Dubuque Community Grant program to comply with Iowa State Law (House File 856). Seconded by Resnick. City Council Members expressed support for the guideline changes. Sustainability Director Gina Bell stated that program guidelines have always included the eligibility requirement of being located within Dubuque city limits. In the past, projects were sometimes allowed if they primarily served Dubuque residents, but the current focus is on projects with a Dubuque address that directly serve City residents. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Resnick reported on attending a pancake breakfast at the Dubuque Regional Airport.

Farber reported on attending the annual boards and commissions picnic, the September 11 commemoration at the Dubuque fire stations, the Community Foundation of Greater Dubuque's annual data walk event, the Millwork Night Market, and Dubuque Farmer's Market.

Sprank reported on attending the Dubuque Dragon Boat Races, the Holy Ghost Church Festival, the boards and commissions picnic, the Dubuque Area Labor Harvest Food Giveaway, Dubuque Oktoberfest, and an event at Steeple Square.

Roussell reported on her church hosting an upcoming food distribution event, the Precision Policing Center (PPC) work session, a Pilgrimage of Trees event at the Sisters of St. Francis campus, a Dubuque Trees Forever board meeting, and a performance she recently saw at the Grand Opera House.

Jones reported on a Dubuque Metropolitan Area Solid Waste Agency (DMASWA) board meeting, a City Assessor's Conference Committee meeting, the grand opening of St. Mark's Early Childhood Center, professional staff evaluations, the ribbon cutting for Cedar Valley ASCENT, the boards and commissions picnic, the data walk event, the September 11 commemoration, a Dubuque Metropolitan Area Transportation Study (DMATS) committee meeting, a barbeque event for women in law enforcement, Key City Creative Center dedications, and 365ink's celebration.

Cavanagh reported on the September 11 commemoration, speaking at the Dubuque Area Youth Council, and Dubuque Oktoberfest.

CLOSED SESSION

Motion by Jones to convene in closed session at 9:30 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Roussell. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 10:29 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:29 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

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

The Dubuque City Council met in special session at 4:09 p.m. on September 22, 2025, in the Q Casino Reflections Room B.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting annual goal setting.

**GOAL SETTING
SESSION 1 OF 3**

The session was led by Lyle Sumek of Lyle Sumek Associates, Inc. City Council reflected on the past year's accomplishments, identified what they hope to accomplish over the next five years, and outlined each of their top priorities for the coming year. The group also reviewed the City's vision and mission statements, noting that the term equity appears throughout. This raised concerns regarding compliance with Iowa House File 856, which restricts certain activities related to diversity, equity, and inclusion by public entities. Council members agreed that the most effective approach would be to revisit the vision and mission statements for revisions during their governance session that will occur in January. Brumwell advised that demonstrating progress and a good faith effort would help ensure the City's position is defensible in the event of legal scrutiny or public inquiry. Brumwell added that having a plan in place for January reflects a good faith effort and emphasized that compliance with House File 856 must be evaluated on a case-by-case basis. It was also suggested that the word 'equity' be removed from all goal headings and descriptions where it currently appears. The meeting was informally paused for dinner at 5:46 p.m. and resumed at 6:20 p.m. City Council reviewed Goal No. 1 – Healthy and Safe Community, and Goal No. 2 – Financially Responsible, High-Performance City Organization: Sustainable and Effective Service Delivery, identifying their top outcomes, challenges and opportunities, and actions for each. A short break was taken at 7:53 p.m., and the meeting resumed at 8:02 p.m. Following the break, City Council reviewed Goal No. 3 – Robust Local Economy: Diverse Businesses and Jobs with Economic Prosperity, also identifying their top outcomes, challenges and opportunities, and actions for each. Throughout the discussion, Van Milligen, Assistant City Manager Cori Burbach, Police Chief Jeremy Jensen, Assistant Police Chief Joe Messerich, and Fire Chief Amy Scheller addressed relevant questions from the Council.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:59 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

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

The Dubuque City Council met in special session at 4:02 p.m. on September 23, 2025, in the Q Casino Reflections Room B.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of considering contracts for the Old Mill Road Lift Station and conducting annual goal setting.

SPECIAL SESSION

1. Old Mill Road Lift Station Phase 3 Sanitary Interceptor Project - (Catfish Creek Middle Fork): Consulting Engineering Services Contract Execution: Motion by Jones to receive and file the documents and adopt Resolution No. 309-25 Executing Professional Design Services Consultant Contract With HDR Engineering To Complete The Old Mill Road Lift Station Phase 3 Sanitary Interceptor Project (Catfish Creek Middle Fork). Seconded by Resnick. When asked why City staff requested that this item and the following agenda item be considered at this meeting, Van Milligen explained that City Council had prioritized these projects and staff wanted to keep the timeline moving forward as efficiently as possible. City Engineer Gus Psihoyos added that the goal is to get the projects out to bid as soon as possible. Both Van Milligen and Psihoyos confirmed that the cost estimates are based on prior project experience and that the scope of work will be carefully reviewed. In response to a question about whether the agenda items were added appropriately, Breitfelder confirmed that the agenda was amended to include them at least 24 hours in advance, in accordance with Iowa Code requirements. Motion carried 7-0.

2. Old Mill Road Lift Station Phase 4 Sanitary Interceptor Project - (Catfish Creek South Fork): Consulting Engineering Services Contract Execution: Motion by Jones to receive and file the documents and adopt Resolution No. 310-25 Executing Professional Design Services Consultant Contract With Foth Infrastructure & Environmental, LLC To Complete The Old Mill Road Lift Station Phase 4 Sanitary Interceptor Project (Catfish Creek South Fork). Seconded by Sprank. Psihoyos confirmed that the design services fees for this item and the previous agenda item are consistent with expectations. In response to a question regarding the SRF construction loan, Van Milligen noted that the loan carries a low interest rate. Motion carried 7-0.

**GOAL SETTING
SESSION 2 OF 3**

The session was led by Lyle Sumek of Lyle Sumek Associates, Inc. City Council Members reviewed Goal No. 4 – Livable Neighborhoods and Housing: Great Place to Live, Goal No. 5 – Sustainable Environment: Preserving and Enhancing Natural Resources, Goal No. 6 – Connected Community: Equitable Transportation, Technology Infrastructure, and Mobility, and Goal No. 7 – Diverse Arts, Culture, Parks and Recreation: Experiences and Activities, identifying their top outcomes, challenges and opportunities, and actions for each. The meeting was informally paused for dinner at 5:32 p.m. and resumed at 6:06 p.m. Additionally, a short break was taken at 7:38 p.m., and the meeting resumed at 7:44 p.m. City Council deliberated whether to retain Goal No. 8 – Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable, noting that partnerships are already integrated into the City's mission and contribute to the achievement of the other seven goals. It was also observed that the goal currently has limited management in progress and action items. Council

members expressed support for simplifying the goals, recognizing that they already have a significant number of goals and related documents. By a show of hands, all seven City Council members agreed to remove Goal No. 8. Throughout the discussion, Van Milligen, Brumwell, Assistant City Manager Cori Burbach, and Park Division Manager Steve Fehsal addressed relevant questions from the Council.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:35 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

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

The Dubuque City Council met in special session at 4:07 p.m. on September 25, 2025, in the Q Casino Reflections Room B.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting annual goal setting.

**GOAL SETTING
SESSION 3 OF 3**

The session was led by Lyle Sumek of Lyle Sumek Associates, Inc. City Council Members reviewed the actions, management in progress, and major projects for each of their seven goals in Section 10 of the 2025 Leader's Guide. Throughout the discussion, Van Milligen, Brumwell, Assistant City Manager Cori Burbach, Police Chief Jeremy Jensen, Assistant Police Chief Joe Messerich, Fire Chief Amy Scheller, Water and Resource Recovery Center Director Deron Muehring, and Parks and Recreation Director Matt Kalcevich addressed relevant questions from the Council. The meeting was informally paused for dinner at 5:36 p.m. and resumed at 6:14 p.m. City Council then voted on their top and high priorities, as follows:

Top Priorities (in alphabetical order):

- Commercial Air Service Future Strategy and Action Plan to Sustain and Expand
- Comprehensive Fire Station Location and Facilities Study
- Fire Department Staffing Increases
- Police Department: Full Staffing and Hiring
- Sanitary Sewer Investments and Implementation
 - Catfish Creek Sanitary Sewer Project
 - Cedar Street Lift Station and Force Main
 - Chaplain Schmitt Island Sanitary Sewer
 - Cooper Place/Maiden Lane Project
 - Grove Terrace Project
 - Harvard Street Project
 - Hempstead Street Project
 - Sanitary Sewer Force Main Stabilization Project
 - Sanitary Sewer Consent Decree Compliance
 - Terminal Street Lift Station and Force Main
- Sports Complex Development
- Stormwater Management Investments and Implementation:
 - 17th and Elm Street Stormwater Project
 - 17th and Locust Street Stormwater Project
 - Bee Branch Gate & Pump Station Project
 - Detention Ponds Maintenance
 - Individual Neighborhood Investments

- Kaufmann Avenue Storm Sewer Improvements
- Street Maintenance/Rehabilitation Program

High Priorities (in alphabetical order):

- Continued Implementation of Central Avenue Revitalization Plan
- Downtown Master Plan Update
- Dubuque Law Enforcement Center (DLEC) Short-Term Facility Enhancements and Future Plan
- East-West Corridor/Roundabouts Projects
- Next Phases of Chaplain Schmitt Island Development
- Parks and Recreation Master Plan Adoption and Implementation
- Water Resource and Recovery Center Facility and Process Improvements and Odor Reduction

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:31 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

MINUTES OF BUILDING CODE ADVISORY AND APPEALS BOARD

DATE: March 22, 2023
TIME: 4:30 p.m.
PLACE: Historic Federal Building

The meeting was called to order at 4:41 p.m.

Board Members Present:	Tom Townsend Corey Valaskey	C Blaine Schoenhard III Katrina Wilberding via web	
Housing Staff Present:	Mike Belmont Alex Rogan George Jackson	Ben Pothoff Jeff Zasada Gary Blosch	Shane Hoeper Mike Sievers
Other City Staff Present:	Jason Lehman		
Public Present:	Brian Rogers, IAPMO		

Adoption of Agenda

Corey Valaskey motioned to adopt the agenda. C Blaine Schoenhard III seconded. Motion passed 4-0.

Approval of Minutes of March 2, 2023

Corey Valaskey motioned to approve the minutes. C Blaine Schoenhard III seconded. Motion passed 4-0.

ACTION ITEMS

2021 International Residential Code (IRC)

C Blaine Schoenhard III motioned to support proposed amendments to the IRC. Corey Valaskey seconded. Motion passed 4-0.

2021 International Building Code (IBC)

C Blaine Schoenhard III motioned to support the adoption of the 2021 International Building Code with the proposed amendments. Corey Valaskey seconded. Motion passed 4-0.

C Blaine Schoenhard III restated the motion to support the adoption of the 2021 International Residential Code with the proposed amendments. Corey Valaskey seconded. Motion passed 4-0.

Point of order that a correction on the IPMC should be the year 2021 and not 2020 as the summary document indicates.

2021 International Property Maintenance Code (IPMC)

C Blaine Schoenhard III motioned to support the adoption of the 2021 International Property Maintenance Code with the proposed amendments. Corey Valaskey seconded. Motion passed 4-0.

There was some discussion with the Board members regarding EERO's and when they are most typically found to be in violation.

2021 International Existing Building Code (IEBC)

Corey Valaskey motioned to support the adoption of the 2021 International Existing Building Code with the proposed amendments. C Blaine Schoenhard III seconded. Motion passed 4-0.

2021 International Fire Code (IFC)

C Blaine Schoenhard III motioned to support the adoption of the 2021 International Fire Code with the proposed amendments. Corey Valaskey seconded. Motion passed 4-0.

Discussion about how the local ordinance will read given that the City has to also follow state amendments and requirements. Board members including Katrina Wilberding and Corey Valaskey felt that the local ordinance should reference the state requirements so it was clear what amendments applied.

2021 International Mechanical Code (IMC)

Corey Valaskey motioned to support the adoption of the proposed 2021 International Mechanical Code as modified by the State of Iowa with the proposed local amendments. C Blaine Schoenhard III seconded. Motion passed 4-0.

2021 Universal Plumbing Code (UPC)

Regarding UPC amendments, Corey Valaskey questioned the amendment for fees and fee refunds, regarding why similar language was not included in other code amendment recommendations.

Corey Valaskey motioned to support the adoption of the proposed 2021 Universal Plumbing Code as modified by the State of Iowa with the proposed local amendments. C Blaine Schoenhard III seconded. Motion passed 4-0.

2021 International Fuel Gas Code (IFGC)

Discussion of concerns regarding what the UPC covers that might overlap with IFGC. Chapter 12 of UPC and NFPA 54 and 58 is extracted and duplicated in the UPC so overlap or missing elements should be limited. Brian Rogers with IAMPO offered to help with resources to help facilitate the review.

Comments were also made regarding State UPC fuel gas coverage. Katrina Wilberding expressed concerns with continuity for contractors and questioned recommending adoption of the 2021 and then needing to go back to the Council with updates shortly after.

Board members discussed the option of maintaining the 2018 IFGC while further review and correlation continues so a single update regarding this topic can be presented to Council for approval at a later date.

Katrina Wilberding motioned to table recommendation of adoption of the 2021 International Fuel Gas Code until a future meeting to allow time for a comprehensive review and correlation with the UPC be completed. C Blaine Schoenhard III seconded. Motion passed 4-0.

2020 National Electrical Code (NEC)

There was a discussion on removal of the current amendment that requires MC cable for multi-family residential above the 2nd floor. Tom Townsend expressed concern regarding the removal of this amendment because he believes that MC is safer. He explained that out of town contractors often cut corners and wires can end up too close to the wall surface where protection would be required. Mike Belmont reiterated that we were not proposing any change that would be less safe than the NEC code as written. Mike Belmont stated that this local amendment puts an unnecessary cost burden on apartment projects.

C Blaine Schoenhard III motioned to support the adoption of the 2020 National Electrical Code proposed amendments with the exception of 334.10. Katrina Wilberding seconded. Motion passed 3-1.

Public Input

There was no public in the gallery so there was no public input.

Items from the Board

There were no items from the Board.

Items from Staff

Mike Belmont stated the intent is to take recommendations and proposed amendments to City Council on April 3, 2023.

Adjournment

Corey Valaskey motioned to adjourn the meeting. C Blaine Schoenhard III seconded. Motion passed 4-0. The meeting was adjourned at 6:13 pm.

Minutes prepared by:



Tami Ernster
Permit Clerk

Respectfully submitted:



Michael Belmont
Building Code Official

MINUTES OF BUILDING CODE ADVISORY AND APPEALS BOARD

DATE: April 6, 2023
TIME: 4:30 p.m.
PLACE: Historic Federal Building

The meeting was called to order at 4:37 p.m.

Board Members Present: Tom Townsend Corey Valaskey Dan McNamer
C Blaine Schoenhard III Katrina Wilberding via Web

Housing Staff Present: Mike Belmont Ben Pothoff Shane Hoeper
George Jackson Tami Ernster

Public Present: Dave Stuart Dave Arborgast Stuart Hoover

Adoption of Agenda

Corey Valaskey motioned to adopt the agenda. Dan McNamer seconded. Motion passed 5-0.

Approval of Minutes of December 1, 2022

Corey Valaskey motioned to approve the minutes. C Blaine Schoenhard III seconded. Motion passed 5-0.

Action Items

Mr. Stuart asked that all three cases be combined. This was approved and Mr. Stuart proceeded with his appeal. At 5:10 pm, Chairman Tom Thompson left and C Blaine Schoenhard III took over as Vice Chair.

CASE B-4-6-1 INTERPRETATION OF THE CODE

Applicant: David Stuart
Location: 1472 Locust St
Appeal: Appellant requests appeal of October 10, 2022, Notice of Violation

On Case B-4-6-1 the Board unanimously agreed the code official correctly interpreted the true intent of the applicable code and the code fully applied to the property. The Board unanimously agreed the appellant did not propose an equal or better form of construction.

CASE B-4-6-2 INTERPRETATION OF THE CODE

Applicant: David Stuart
Location: 1492 Locust St
Appeal: Appellant requests appeal of October 10, 2022, Notice of Violation

On Case B-4-6-2 the Board unanimously agreed the code official correctly interpreted the true intent of the applicable code and the code fully applied to the property. The Board unanimously agreed the appellant did not propose an equal or better form of construction.

CASE B-4-6-3 INTERPRETATION OF THE CODE

Applicant: David Stuart

Location: 1470 Locust St

Appeal: Appellant requests appeal of October 10, 2022, Notice of Violation

On Case B-4-6-3 the Board unanimously agreed the code official correctly interpreted the true intent of the applicable code and the code fully applied to the property. The Board unanimously agreed the appellant did not propose an equal or better form of construction.

Public Input

There was no public in the gallery so there was no public input.

Items from the Board

There were no items from the Board.

Items from Staff

Mike Belmont updated the Board on the proposed adoption and amendments to the codes. Code adoption did not go to the City Council meeting on the 3rd. It is anticipated that codes will be put before the City Council on May 15th. Proposed amendments to the NEC, and the UPC will be brought to the BCAAB on May 4th for consideration.

Adjournment

Dan McNamer motioned to adjourn the meeting. Corey Valaskey seconded. Motion passed 4-0. The meeting was adjourned at 6:29 pm.

Minutes prepared by:



Tami Ernster
Permit Clerk

Respectfully submitted:



Michael Belmont
Building Code Official

MINUTES
HISTORIC PRESERVATION COMMISSION
REGULAR SESSION
5:30 p.m.
Thursday, August 21, 2025
City Council Chambers, Historic Federal Building

Commissioners Present: Chairperson Janice Esser; Commissioners, Bill Doyle, Tim Gau, Christina Monk, Heidi Pettitt, Rick Stuter, Chad Witthoeft, Adam Schwendinger

Commissioners Excused: none

Commissioners Unexcused: none

Staff Members Present: Wally Wernimont and Chris Happ Olson

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

MINUTES: Motion by Gau, seconded by Stuter, to approve the minutes of the July 17, 2025 meeting as submitted. Motion carried by the following vote: Aye – Janice Esser, Bill Doyle, Tim Gau, Christina Monk, Heidi Pettitt, Rick Stuter, Chad Witthoeft, Adam Schwendinger. Nay – none.

ACTION ITEMS:

DEMOLITION PERMIT

Applicant: Jordan Stackis Construction

Owner: Randy Klauer

Address: 240 King Street

Project: Removal of structurally unsound 1977 garage

District: Broadway Neighborhood Conservation District

Staff Member Happ Olson presented the staff report noting the structure is located in the Broadway Neighborhood Conservation District, which was evaluated for National Register status and found ineligible as a district due to lack of density of historic structures. Happ Olson went through the staff report, noting that none of the survey work identified this 1977 structure, or its primary building, as historic. She discussed the Commission's role for the review.

Owner Randy Klauer, 15908 Cedar Ridge Dubuque, noted the house was built in 1970s and does not have a historic purpose. He asked about the process and staff answered why the request came before the Commission.

Commission members discussed the request and generally found the structure not historically or architecturally significant.

Motion by Doyle, seconded by Pettitt, to approve the application as submitted, noting the structure was not of architectural or historic significance. Motion carried by the following vote: Aye Janice Esser, Bill Doyle, Tim Gau, Christina Monk, Heidi Pettitt, Rick Stuter, Chad Witthoeft, Adam Schwendinger. Nay – none.

DESIGN REVIEW

Applicant: Logan Manders
Owner: Same
Address: 186 Bluff Street
Project: Replacement of wood windows with aluminum clad windows
District: Cathedral Historic District

Staff Member Happ Olson presented the staff report reviewing the history of the structure and its importance in the Cathedral Historic District. She explained the applicant seeks to remove the wood windows and replace them with windows replicated in the same size and style, however in aluminum clad windows. She noted the house has a variety of window styles with different tracery, and they are original. She utilized the Secretary of the Interior Standards for historic resources, and that our guidelines are based on those standards.

Happ Olson noted that the replacement, in-kind, of the front doors did not require a permit and was not included in the review, however, the owner plans to replicate them in wood and maintain the stained glass.

Logan Manders, owner and resident at 186 Bluff Street spoke. He discussed the neighborhood, saying many properties are short term rentals. He said his windows are in need of replacement, glued together, and some are suffering from rot. He noted he met with Adams Architectural and came to the choice of an aluminum clad product. He noted that Adams said they can replicate the arch and other details.

The Commission discussed the request, including Schwendinger’s noting the option of utilizing replacement wood sash as necessary, which would be less expensive and be maintainable over time. He noted that aluminum clad windows might have a 20 year life. Commissioners expressed concern over whether the divided lites would remain and the applicant noted they would. The Commission discussed restoring the windows and the applicant expressed his personal interest in aluminum, citing maintenance. Discussions about whether he would maintain the storm windows arose and staff noted that it is not part of the Commission’s review to require that.

The Commission expressed differing views on whether to approve aluminum clad windows. Happ Olson noted the structure as City/State/National significance in the Kriviskey Survey, due to it being built for Bishop Hennessey’s sister.

Motion by Gau, seconded by Pettitt, to approve the application as submitted. Motion carried by the following vote: Aye – Janice Esser, Tim Gau, Christina Monk, Heidi Pettitt, and Rick Stuter; Nay – Bill Doyle, Chad Witthoeft, and Adam Schwendinger.

ITEMS FROM PUBLIC: none

ITEMS FROM COMMISSION: Commissioner Schwendinger raised the concern about allowing the public to paint previously unpainted masonry structures, noting a recent red brick building being painted in white paint in a historic district. Discussion with staff talked about the permit process, noting that things that require a permit in historic districts visible on the exterior trigger historic review. Commissioners also discussed a concern that door replacement often does not require a permit. A desire to require historic review, requiring permits, should be considered.

ITEMS FROM STAFF:

HPC/SHPO Programmatic Agreement for purpose of Section 106 (attachments)

Staff Member Happ Olson discussed an update on the agreement, referred to the documents provided, and explained who reviews the agreement. A recommendation was made by consensus to forward to approval by City Council after the final revisions were made.

Micro-Training #1

Happ Olson played “Why Historical Preservation Matters” as a primer for the history and evolution of preservation. A discussion ensued about the video and preservation issues.

Commissioners Monk and Stuter left at 7:15 pm and 7:20 pm respectively.

Upcoming Training Opportunities (memo)

Happ Olson referred to the upcoming trainings outlined in the memo.

ADJOURNMENT: Motion by Doyle, seconded by Schwendinger, to adjourn the August 21, 2025 Historic Preservation Commission meeting. Motion carried by the following vote: Aye – Janice Esser, Bill Doyle, Tim Gau, Heidi Pettitt, Chad Witthoeft, and Adam Schwendinger; Nay – none.

The meeting adjourned at 7:23 p.m.

Respectfully submitted,



Wally Wernimont, Planning Services Director

September 18, 2025

Adopted

HUMAN RIGHTS COMMISSION MEETING MINUTES
August 12, 2025

DATE: Tuesday, August 12, 2025

TIME: 4:30 PM

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

The meeting was called to order at 4:30 pm.

Commissioners Present: Jake Kurczek, Matthew Zanger, Michaela Freiburger, Dave Heiar, Traci Phillipson, Nikki Nutter, Luzelena Bravo, Rick Baumhover

Commissioners Absent: DeLano Cain Watson

Staff Present: Gisella Aiken Shadle, Chief of Human Rights

Approval of Meeting Minutes

Motion to approve the minutes as submitted from the July 8, 2025 meeting. All in favor.

Public Input

No members of the public were in attendance. Kurczek discussed the intention of the Dubuque Area Land and Water Legacy, who had originally planned on attending, which included 12 recommendations for the new City council Parks and Recreation Master Plan. The commission discussed the formation of a subcommittee to review the recommendations and bring back their recommendations to the next commission meeting in September.

Reports

Caseload Report

- Complaints filed – number of complaints that were signed during the month
 - July amount: 1
- Active investigations – investigations that are currently active but in various stages (active, administrative review, initiated, on hold, etc.)
 - July amount: 15
- Incidents in mediation – complaints currently in mediation
 - July amount: 0
- Incidents in full hearing – complaints in full hearing process
 - July amount: 0
- Inquiries – calls/inquiries that don't result in an official complaint being filed (including outreach events)
 - July amount: 13
- Complaints closed during the month – signed complaints that were closed during the month (doesn't include inquiries or complaints that were never filed)
 - July amount: 0

- Total inquiries and complaints FY25 – signed complaints filed in FY25
 - July amount: 14

Example of EHR complaint received in June 2025:

Complainant, who is Black, was being trained by the manager, who is white, when the manager commented to the complainant that she was going to "work her like a slave." Complainant was uncomfortable and insulted by this comment. On another occasion, the complainant had an altercation with a different manager. That manager screamed at the complainant because she was helping her son instead of working. The manager told the complainant to leave and go clock out.

The complainant then called the owner to report the incident. He asked the complaint if she could work different hours to which the complainant agreed. The next day, the complainant received a text from him stating that they didn't need her anymore based on the hours she's available to work. The complainant feels she was fired because of her race.

Freiburger and the commission discussed the possibility of creating a resolution to publicly state that the city does not tolerate racism, bigotry, and homophobic comments. They considered the importance of being proactive and ensuring community members feel supported. Nutter suggested putting out a general statement of solidarity with the community in the media to increase visibility and let people know the commission is there to support them. Aitken-Shadle mentioned the need to follow the correct procedure, including screening by the City Manager and Communications Officer. A discussion was held over whether a subcommittee should be formed to create a resolution to be voted on at the September commission meeting.

Director's Report

The commission discussed updating the "Know Your Rights" brochure to provide better guidance on how and when to file a discrimination complaint.

Aitken-Shadle presented the changes to the Human Rights Commission's mission statement and department landing pages on the website. Aitken-Shadle asked for commissioners to review and report on any changes they feel should be made at the September meeting.

Copies of the recently passed new ordinance was handed out. The ordinance is in effect but hasn't been posted yet as it is awaiting codification which will be done by City Council in the fourth quarter of the year. Also, updated sections of the commission handbook were handed out as well as a red-lined version of one of the chapters to update communication guidelines between the commission, staff, and city council. Aitken-Shadle asked for the creation of a subcommittee to review proposed changes.

The Equity Grant has been revamped and is now the Community Support and Empowerment Grant. The new grant is currently being worked on and is awaiting approval from the City Manager. Job descriptions for Aitken-Shadle and Jannette have also been updated to match the new focus of the department. Equity Goals have been revamped into Access, Belonging, and Community (ABC) Goals. Each department has been met with one-on-one to discuss compliance with the HF856 bill. Aitken-Shadle is waiting to hear from the City Attorney's office whether they can move forward with rolling out the revamped Language Access Plan (which will be an internal administrative policy).

Chairperson's Report

Nothing to report.

Old Business:

No old business.

New Business:

Subcommittees were formed. The subcommittee for reviewing Commission Handbook will consist of Heiar and Phillipson. The subcommittee for reviewing Dubuque Area Land Water Legacy Resolution recommendations will consist of Freiburger and Zanger. The subcommittee for updating the Know Your Rights brochure consists of Phillipson, Freiburger, and Baumhover.

Upcoming Outreach Events

Baumhover volunteered to attend the Senior Expo with staff. Heiar and Phillipson volunteered to attend Latinx Fiesta.

Upcoming Cultural Events

Zanger and Heiar strongly recommended visiting the Voices studio for their Expressions of the Soul: Art, Voices, and Vision events coming up in September

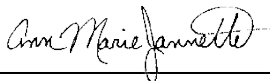
Reflections and Updates

Aitken-Shadle reported that the Latino community in the area is very concerned that the National Guard is being called to act with ICE.

Adjournment:

Motion to adjourn by Freiburger, seconded by Baumhover. All in favor. The meeting ended at 6:00 p.m.

The next regularly scheduled meeting is scheduled for Tuesday, September 9, 2025, at 4:30 p.m., at the Multicultural Family Center.

Minutes approved as submitted: 

Minutes approved as corrected: _____

HUMAN RIGHTS SUBCOMMITTEE COMMISSION MEETING MINUTES
August 29, 2025

DATE: Friday, August 29, 2025

TIME: 10:00 AM

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

The meeting was called to order at 10:05 AM.

Commissioners Present: Matthew Zanger, Michaela Freiburger

Staff Present: Ann Marie Jannette, Equity and Human Rights Specialist

Public Input

Chuck Isenhardt was in attendance.

New Business:

One member of the public was in attendance; Chuck Isenhardt represented the Dubuque Area Land and Water Legacy (DALWL) project. Isenhardt explained that they were looking for the Human Rights Commission to endorse their plan and partner with them in their recommendations for the Dubuque City Council and Parks and Recreation Master Plan.

A draft of a resolution was created to present to City Council. The resolution supports DALWL in their efforts. The resolution will be brought back to the next full commission meeting to be held September 9, 2025 for their vote on whether or not to submit it to City Council.

Adjournment:

The meeting ended at 11:20 AM.

Minutes approved as submitted: _____

Ann Marie Jannette

Minutes approved as corrected: _____

HUMAN RIGHTS SUBCOMMITTEE COMMISSION MEETING MINUTES
September 4, 2025

DATE: Thursday, September 4, 2025

TIME: 4:00 PM

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

The meeting was called to order at 4:05 PM.

Commissioners Present: David Heiar, Traci Phillipson

Staff Present: Ann Marie Jannette, Equity and Human Rights Specialist

Public Input

No members of the public were in attendance.

New Business:

The Human Rights Commission handbook was reviewed. Most chapters of the handbook needed changes to the name of the department from Equity and Human Rights to the Office of Human Rights. References to specific places in the Code were updated as were some grammatical and wording issues.

Section 3, *Job Description*, now includes a section on the process for press releases and letters to the editor. Section 6, *Meetings*, and section 8, *Commission Staff Relationship*, also received updates.

Once changes have been made to the original documents, the subcommittee will review for accuracy, and it will be presented to the full commission for their review and vote of approval.

Adjournment:

The meeting ended at 5:58 PM.

Minutes approved as submitted: Ann Marie Jannette

Minutes approved as corrected: _____

*Carnegie-Stout Public Library
Library Board of Trustees Update
From the Meeting August 28, 2025*

Present: A. Alanda Gregory, President; Andy Bland, Vice President; Diann Guns, Secretary; and Trustees, Jessica Connery, Victor Lieberman, Christy Monk, and Pam Mullin

- The Board approved library expenditures.
- The Board approved bid for Mini-Split Air Conditioner for 2nd floor Server Room
- The Board approved to use funds in the Robert Mutschler Trust for future renovations for a phase one plan for library service improvements
- The Board approved a contract amendment with FEH Design to continue design services for library renovations
- IT Manager Mike Kerth demonstrated a preview of the library's new laptop and tablet checkout kiosk, which was built using 3D printers owned and operated by the library. These devices, if purchased by a third-party vendor would come with a price tag of approximately \$40,000 and approximately \$6,000 in annual maintenance and service agreements. The total cost for the unit to be built and designed by library staff was approximately \$4,500.
- The library distributed more than approximately 2,000 books as prizes to participants in the Summer Reading Program across all ages. Over 1,600 books went to students 12 and under. August saw the conclusion of another well participated Summer Reading Program, helping prevent boredom and the summer slide.
- Library staff participated in numerous summer community gatherings including but not limited to the Dubuque County Fair, National Night Out, the Back-to-School Bash, and DBQFest,

Statistical Highlights	July Count
Total Checkouts	47,367
Total Visitors	18,901
Total Program Attendance	4,455
Total Computer/Wi-Fi Use	12,063

Library Board of Trustees



A. Alanda Gregory, Board President
Andy Bland, Vice-President
Diann Guns, Board Secretary
Jessica Connery
Victor Lieberman
Christy Monk
Pam Mullin



Nick Rossman, Library Director

PARK AND RECREATION COMMISSION MEETING
Tuesday, August 12, 2025
Flora Park – Steel Open Air Pavilion (Blue Roof),
2605 Pennsylvania Ave. Dubuque, Iowa 52001

PRESENT: Jennifer Tigges, Robin Kennicker, Ron Axtell, Lori Ollendick,
and Josh Jorgenson

ABSENT: Jason Henkel, Jess Ochoa

STAFF PRESENT: Dan Kroger

CALL TO ORDER: Ollendick called meeting to order at 4:30pm.

MINUTES APPROVED VOTE:

It was moved by Kennicker, second by Axtell, to approve the minutes of the July 8, 2025, meeting. Unanimous.

PUBLIC INPUT:

None

**SOUTH POINTE SUBDIVISION PARK NAMING REVIEW AND
RECOMMENDATION:**

Upon review of the park name submissions, the consensus amongst commission members was that there were no names, other than South Pointe Park, that had a direct connection to the subdivision nor park space. Ollendick commented that the majority of the public tends to refer to/recognize these neighborhood parks by their location. The motion was made by Tigges to name the park South Pointe Park. This was second by Kennicker. Unanimous.

COMPREHENSIVE MASTER PLAN UPDATE:

Staff presented a brief update to the master plan process, highlighting that the online survey will end on Sunday, August 17th. Tigges asked staff if they would still have an opportunity to meet with the consultants as the previous meeting times were cancelled. Staff did let the commission know that the opportunity will be still be available prior to the end of the engagement process.

COMMISSION COMMUNICATION / QUESTIONS:

Axtell asked staff to check and update the park listing on the City's website to include the new neighborhood parks.

ADJOURNMENT:

It was moved by Kennicker, second by Jorgenson, to adjourn the meeting 5:38

p.m. Unanimous.

Minutes
The Dubuque Transit Advisory Board Meeting
Thursday, April 10th, 2025
4:30 pm-5:30 pm
Intermodal Conference Room
950 Elm Street, Dubuque, IA 52001

Transit Advisory Board Members:

☒ Greg Orwoll, Chair

☒ Talma Brown

☒ Dora Serna, Vice Chair

Others Present

☒ Ryan Knuckey

Director of Transportation Services

☒ Jodi Johnson

Transit Operations Supervisor

☒ Russell Stecklein

Parking Operations Supervisor

☒ Joseph Lueck

Transportation Services Analyst

1. Call to Order

The Dubuque Transit Advisory Board (TAB) meeting was called to order at 4:35 pm.

2. Review/approve the agenda for Thursday, April 10, 2025, Dubuque Transit Advisory Board meeting

Motion by Orwoll, seconded by Serna to approve the agenda. The motion passed unanimously.

3. Review/approve the minutes from the Wednesday, March 20, 2024, Dubuque Transit Advisory Board meeting

Motion by Orwoll, seconded by Serna to approve the minutes from the March Dubuque TAB meeting. The motion passed unanimously.

4. Swear in New Board Member, Talma Brown

Stecklein notarized Brown's oath of office.

5. Discuss the Function and Role of Transit Advisory Board

Introductions were made by all in attendance. Knuckey gave a brief history of the TAB and the role it plays in the Transit Department. The budget was also discussed, and Knuckey explained how the Jule receives State and Federal money as well as local support for The Jule's Fixed Route and Paratransit or MiniBus services. Johnson shared that the new Bus Driver contracts had been finalized.

Knuckey also inquired if the meeting time and location worked for all. All were in favor to continue to meet at the Intermodal at 4:30.

6. Vote for Transit Advisory Board Officers

Orwoll requested to serve again as Chair and Serna and Brown approved. The request was passed unanimously. Serna also requested to serve again as Vice Chair and Orwoll and Brown approved. The request was passed unanimously.

7. Review The Jule's Application for Consolidated Funding from the Iowa Department of Transportation

Knuckey informed the TAB that the date has been set for a public hearing on May 19, 2025, at the City Council meeting for The Jule's Iowa Department of Transportation (IDOT) Consolidated Funding Application. Knuckey explained the importance of the funding and how it plays an important role in our operations and the rules and regulations we must follow to comply.

8. Director to present FY26 Budget Presentation

Knuckey gave a quick summary of the active grants The Jule has along with FY26 budget information. The Jule is on track to receive the first electric bus from Gillig in either November or December of 2025. A charging station location has been selected at the Jule Operations and Training Center (JOTC) and will be installed prior to the first electric bus delivery.

The Jule will be publishing a request for proposal (RFP) for the Areas of Persistent Poverty Grant. The RFP will be looking for a consultant to gather community input on levels of service they are looking for from public transportation and generate solutions to meet those needs.

9. General Public Comments & Service Requests

Lueck reported several riders and businesses are interested in expanding The Jule's services. These requests will be addressed with the RFP for the Areas of Persistent Poverty Grant. All parties have been notified of this as well.

Lueck reported a rider contacted The Jule requesting a tracking application that would allow riders to see bus locations in real-time, similar to what the Chicago Transit Authority (CTA) offers its riders. Staff replied back that The Jule already offers this type of service through the MyRide application for the Fixed Route service. Lastly, a rider informed The Jule of a mislabeled bus stop, Wacker Drive at Wendy's. The bus stop number was corrected to #3020 when the Fixed Route bus schedule was put into production.

Lueck remarked that the GovQA service will be replaced soon by the Report2Dbq service.

10. Ridership Report

Lueck informed the TAB that again ridership for the Fixed Route was up at the beginning of the FY. Ridership for Paratransit also followed the previous FY trend of starting low then surging in October. Overall ridership for FY25 is trending up and looks like it will surpass FY24 numbers. All were excited to hear the news.

11. Board Comments

Serna suggested The Jule promote a “No Car Day” or a “Car Free Day”, similar to the “Bike to Work Week”. It would encourage people to utilize public transportation. The more someone knows about a service, the more likely they are to use it.

Brown asked if there has been any effort to inform current ridership of the benefit of The Jule’s smart pass or to have exact change out and ready to go prior to boarding? This would speed up boarding times and the smart pass would eliminate the need for a change card.

Johnson commented that this could be done through a social media post, Lueck to look in to.

Brown inquired if a rider’s smart pass could be loaded using the Genfare app on a smartphone, instead of loading it at the Intermodal transfer center or through the Genfare customer portal?

Knuckey asked Lueck to look into the request.

14. Adjournment

Motion by Orwoll to adjourn, seconded by Brown. The motion was passed unanimously. The meeting adjourned at 5:45 pm.

Respectfully submitted,

These minutes passed, approved, and adopted on this 11th day of September 2025.

Greg Orwoll, Chair
Dubuque Transit Advisory Board

**MINUTES
ZONING ADVISORY COMMISSION
REGULAR SESSION**

6:00 p.m.

Wednesday, September 3, 2025

City Council Chambers, Historic Federal Building

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

Commissioners Excused: Martha Christ

Commissioners Unexcused: None.

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

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

MINUTES: Motion by Russell, seconded by Lohrmann, to approve the minutes of the August 6, 2025 meeting. Motion carried by the following vote: Aye – Froistad, Lohrmann, Norton, Russell, and Mulligan; Nay – none; Abstain – Zuccaro.

PUBLIC HEARING/REZONING: Application of Sherry Ehrlich to rezone property located at West 32nd Street from R-1 Single-Family Residential to ORc Office Residential with conditions.

Commissioner Norton recused himself.

Pat Norton, Buesing & Associates, 1212 Locust Street, spoke on behalf of the applicant, Sherry and Rick Ehrlich. He briefly recapped the rezoning request review history from the last month. He said the applicant is now seeking to rezone the property to ORc Office Residential with conditions which they believe would be more appropriate for the property. He noted the lot size is .53 acres and stated that size limits what can be developed on the property, such as building size. He described the surrounding zoning districts and said that zoning changes in gradations in that they transition from high intensity uses to lower intensity uses, and they believe the ORc is a good buffer from more intense uses to the north. He listed the allowed uses in the R-1 district. He explained that the proposed ORc district would strike all uses except general office and single-family dwelling within an existing structure only. He said the owners would like to build an office building, and in the future, it could continue to be an office use, or it could become a single-family dwelling.

Mr. Norton explained under the current R-1 zoning district, the lot could be split into two lots, and each lot could contain a single-family residence and an accessory dwelling unit, which was made possible by recently passed state legislation that permits accessory dwelling units. He explained that this would allow four (4) residential units on the property. He said that this would be a secondary development option for the site, but that the applicant's really desires a real estate office. He said the traffic generated by a realtor's office would be about fourteen (14) trips per day, which is half of what two single-family homes would generate. He noted that the applicant spoke with neighbors to explain their desired plans for the site, and it seems that the neighbors are generally supportive of the general office site plan. He said that he believes that the outreach helped to clear up confusion.

Commissioner Lohrmann asked about the difference between the three site plan layouts provided in the packet. Mr. Norton explained that two of the proposals show possible development under the current R-1 zoning district, which would allow for the subdivision of the existing lot into two lots, and then would allow for development of a single-family dwelling and accessory dwelling unit on each lot. The third site plan shows the applicant's desired site layout under the ORc zoning district, which includes the construction of a 2,000-2,500 square foot realtor's office that looks residential on the south elevation and has parking and signage on the north. He explained that this site design was intended to preserve the residential nature of the neighborhood from the 32nd Street side while also allowing for a general office use.

Ron and Joan Heitzman, 3152 West 32nd Street, spoke regarding the proposed rezoning. She stated that Mr. Ehrlich has reached out to members of the neighborhood and she had a chance to speak with him regarding their development goals for the property. She stated that she had hoped to see a single-family residence on the lot with family activities. She said she's alarmed by the new state law on accessory dwelling units and the possibilities it creates for future development. She said of the three options presented by the applicant, she prefers the office site development because it can't be subdivided or have accessory dwellings, and there would be just one driveway. She wondered if the building could be set back to align with neighboring house. She expressed that this request still leans to spot zoning with the Northwest Arterial as a natural divider, so she expressed concern that approval of the conditional rezoning could be the beginning of erosion into the R-1 zoning district. Despite this, she stated that the office site plan remained the most palatable option. She appreciated that there are verbal agreements from the applicants limiting signage and lighting, and for the planting of greenery between the adjacent house. She said she wants to be good neighbors and have a good relationship with the new neighbors. She stated they were in support of the conditional rezoning as presented.

Willie Kraus, 3155 West 32nd Street, said he is the next-door neighbor, and said that he is going along with the rezoning because it's better to have one building than two on the property.

Vernon Klein, 3063 West 32nd Street, agreed with the comments provided by Mrs. Heitzman.

Staff Member Moon detailed the staff report explaining the history of the request and the remanded direction from the City Council. She explained that the applicant has provided additional information for the Commissions consideration including site exhibits and written correspondence, and that the applicant has made an effort to connect with neighbors regarding the rezoning. She described the project site characteristics noting the lot size of approximately 23,000 acres. She noted the property could be split into two lots based on bulk regulations, which would be a staff level review. She talked about access to the site and the need to work with Engineering. She explained the proposed ORc district would permit only two principal uses on the property including general office and a single-family dwelling within an existing structure only. She explained that this rezoning request did include a revised public notification and that two letters of public input which both appear to support the option with the office to be preferable. She displayed the setbacks on the site shown in the proposals and that the neighboring house is set back further than required.

Commissioner Russell asked if residents of accessory dwelling units have to be related. Staff Member Moon stated that the state code preempts the city code, and it has no owner occupancy or family requirement, and it increases the size allowance for accessory dwelling units.

Commissioner Lohrmann asked about when the new law went into effect and if it essentially permits duplexes in single-family districts. Staff Member Moon replied that it became effective on July 1, 2025 and that the state law does effectively up-zone the R-1 zoning district by allowing more than one residential unit in a single-family residential zoning district. Commissioner Lohrmann asked if a lawsuit had challenged the law yet, and Staff Member Moon stated she was not aware of any at this time. Commissioner Lohrmann asked how ADUs were regulated in Dubuque before, and Staff Member Moon replied that they were allowed with a Conditional Use Permit and had stricter requirements. Staff Member Moon also noted that accessory dwelling units are still required to meet the building code requirements.

Commission Lohrmann asked about the concept plan requirements for PUDs. Staff Member Moon replied that PUDs are unique as a concept plan must be provided/approved and that a traditional rezoning, including a conditional rezoning, do not require a concept plan. She noted that a single-family residence and duplex or two-unit townhome would not require does not require site plan review, unlike commercial or multi-family residential development containing three or more units. She also noted a site plan review would be required for the proposed office building. Commissioner Lohrmann expressed mixed feelings about this rezoning request.

Chairperson Mulligan acknowledged the dialogue and the support from neighbors' for the office site layout. He said the site plan provided helps to give a picture of the development and the onsite parking. He expressed that it's similar to Exit Realty's location on Cedar

Cross which abuts residential uses as well. He said he's seen the traffic studies for 32nd Street, which show significant speeding especially at this location. He stated he would support the rezoning.

Motion by Russell, seconded by Zuccaro, to recommend approval of the conditional rezoning as submitted. Motion carried by the following vote: Aye – Froistad, Russell, Zuccaro, and Mulligan; Nay – none; Abstain – Lohrmann.

Commissioner Norton returned to the dais.

PUBLIC HEARING/REZONING: Application of Zoe Zeien to rezone property located at 705 Caledonia Place from R-2A Alternate Two-Family Residential to R-3 Moderate Density Multi-Family Residential zoning district.

Chairperson Mulligan read the memo stating the applicants had withdrawn their application.

PUBLIC HEARING/REZONING: Application of Gregory Williams to rezone property located at the Northwest Corner of Key Way and Keystone Drive from R-2 Two-Family Residential to R-3 Moderate Density Multi-Family Residential zoning district.

Gregory Williams, 1650 Drexel Avenue, spoke on behalf of his request. He stated that he's looking to move into a new house or townhouse on one level. He said he's been looking at vacant lots for sale, and he liked this one, in part because he grew up in this area. He said he's looking to put in a four-unit apartment similar to the others on Key Way, and he intends to be one of the tenants. He described the plans, including the parking lot for the tenants, a garage for him, and that the building would be built on slab construction. He said he's seeking to have apartments rented to help pay the mortgage and provide income. He noted that setbacks use up significant site area. He noted the property is close to utilities, and he may keep the trees. He said he spoke to his neighbor at 1899 Key Way about the project. He discussed the concerns expressed in the letter from the neighbor Randy Williams, owner of apartment building to the north who is concerned about the parking arrangement and headlights directed at his property. Mr. Gregory Williams said he could put shrubs or a fence up to deflect headlights. He stated he also hopes to install solar panels over parking areas. He spoke to the opposition letter that said such a development would be out of place and said there are similar apartments just to the north, so this is not a big jump in density. He said the lot has been empty for a while, and this could increase the value and add affordable units. He acknowledged the traffic early in the morning and after school with Hempstead, so he may consider removing or trimming the tree to improve visibility, and he may remove the fence around the property.

Commissioner Lohrman sought clarification as to why the lot has been assigned an address on the city maps. Staff Member Schrobilgen clarified that the subject lot and the adjacent lot to the west previously operated at on property for Pooh's Corner Day Care. The adjacent lot has since been converted to residential units, and the subject lot has

remained vacant. He stated that the subject lot would be assigned a new address if it is redeveloped.

Raechel Cole, 1896 Key Way Drive, opposed the request stating she is concerned about the aesthetics of the neighborhood with a big four-plex. She said the apartments up the street have a history of police calls and not being maintained, and that she is concerned this would be the case with the proposed four-plex. She said she was concerned about parking and traffic safety. She worried that this would diminish property values.

Mark Hoppmann, 1899 Key Way Drive, acknowledged that Mr. Williams did speak with him. He opposed the request, saying the building would be an eye sore where there has been a nice open vacant lot. He expressed concern about traffic and additional curb cuts. He said he was glad that the other apartments are confined elsewhere.

Mr. Williams responded by saying that he plans to live in the building, so he will have good tenants and manage it well. He responded that the parking and traffic generated by the development shouldn't be significant. He described how far the building would be from the street due to the property line and setbacks. He said he's open to a "no parking" section along the street.

Staff Member Duba detailed the staff report. He described the property use and subdivision history and characteristics, and the surrounding neighborhood. He described traffic, utilities, and stated that a site plan review with the City's Development Review Team would be required for a four-plex. He described the proposed four-plex the applicant intends to construct. He reviewed the permitted uses in the R-2 and R-3 zoning districts and identified the comprehensive plan goals related to this type of development.

Commissioner Lohrmann inquired about the neighboring property uses, and Staff Member Duba replied there's a duplex to the west and the Dubuque Community Church to the east. Commissioner Lohrmann asked how many stories the building would be, and Mr. Williams replied that it would be a two-story building with two units on each floor. Staff Member Schrobilgen said the applicant has gone through a conceptual review with the Development Review Team and identified various site design requirements that would need to be met including landscaping requirements and site access locations.

Commissioner Russell noted that this is a three-way stop intersection, so visibility shouldn't be an issue.

Commissioner Lohrmann stated that it looks like it fits in generally, and the creek provides a buffer, but she's on the fence about her decision. She said it reminds her of the Cedar Cross Road rezoning previously considered by the Commission.

Chairperson Mulligan referred to the paragraph about the comprehensive plan goals, which promote infill such as this. He said there is a lot of multi-family in the area. He said with the two accesses, no one will be backing out of the driveway onto the street. He stated that he's in support of the request.

Commissioner Russell asked if the parcel could be divided into two R-2 lots, and Staff Member Schrobilgen replied yes but some special approvals may be necessary to construct duplexes on one of the lots if subdivided.

Motion by Norton, seconded by Zuccaro, to recommend approval of the rezoning as submitted. Motion carried by the following vote: Aye – Froistad, Norton, Russell, Zuccaro, and Mulligan; Nay – Lohrmann.

PUBLIC HEARING/REZONING: Application of Frank Washington to rezone property located at 2306 Central Avenue from C-2 Neighborhood Shopping Center to C-1 Neighborhood Commercial Zoning district.

Chairperson Mulligan reviewed the memo about this request and questioned what action is required from the Commission. Staff responded that they understood the applicant wanted to pursue the rezoning, however, between the agenda creation and Commission meeting, the applicant did not follow through with submitting the application and materials. Staff clarified that no action is required from the Commission.

PUBLIC HEARING/REZONING: Application of the City of Dubuque to rezone property located at 1550 Elm Street from HI Heavy Industrial to C-4 Downtown Commercial zoning district.

Staff Member Moon, spoke on behalf of the City's application. She displayed a map of the property. She noted the rezoning request is perhaps for a community health center. She noted the HI district allows more intense uses and is generally not an ideal zoning district for downtown. She said the rezoning would be a continuation of the C-4 district to the north and that the C-4 district would allow for commercial and residential uses better suited for downtown area. She noted there has not been any conceptual review for development on the site to-date.

There was no public input.

Commissioner Russell asked if both buildings on the site would be used for the health center. Staff Member Moon stated she was not sure of the specific development plans or the state of the buildings with respect to revitalization of the buildings.

Commission Lohrmann questioned whether it was two lots being rezoned. Staff Member Moon stated that yes, it is two lots.

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

ITEMS FROM PUBLIC: None.

ITEMS FROM COMMISSION: None.

ITEMS FROM STAFF:

Election of officers

Motion by Russell, seconded by Norton, to elect Commissioner Mulligan as Chairperson of the Zoning Advisory Commission. Motion carried by the following vote: Aye – Froistad, Lohrmann, Norton, Russell, and Zuccaro; Nay – none; Abstain – Mulligan.

Motion by Mulligan, seconded by Zuccaro, to elect Commissioner Russell as Vice Chairperson of the Zoning Advisory Commission. Motion carried by the following vote: Aye – Froistad, Lohrmann, Norton, Russell, Zuccaro, and Mulligan; Nay – none.

Motion by Zuccaro, seconded by Mulligan, to elect Commissioner Norton as Secretary of the Zoning Advisory Commission. Motion carried by the following vote: Aye – Froistad, Lohrmann, Norton, Russell, Zuccaro, and Mulligan; Nay – none; Abstain – Norton.

Amend Bylaws

Motion by Lohrmann, seconded by Russell, to amend the Zoning Advisory Commission bylaws to hold election of officers in September, rather than July. Motion carried by the following vote: Aye – Froistad, Lohrmann, Norton, Russell, Zuccaro, and Mulligan; Nay – none.

Staff Member Moon reminded commissioners of the upcoming Board and Commission Picnic and the ongoing Unified Development Code update.

ADJOURNMENT: Motion by Russell, seconded by Mulligan to adjourn the September 3, 2025 Commission meeting. Motion carried by the following vote: Aye – Froistad, Lohrmann, Norton, Russell, Zuccaro, and Mulligan; Nay – none.

The meeting adjourned at 7:30 p.m.

Respectfully submitted,



Sheri Moon, Associate Planner

October 1, 2025

Adopted

MINUTES
CITY OF DUBUQUE ZONING BOARD OF ADJUSTMENT
REGULAR SESSION

5:30 p.m.

Thursday, August 28, 2025

City Council Chambers, Historic Federal Building

Board Members Present: Chairperson Jonathan McCoy, Board Members Keith Ahlvin, Gwen Kosel, and Rena Stierman.

Board Members Excused: Matt Mauss.

Board Members Unexcused: None.

Staff Members Present: Shena Moon, Travis Schrobilgen, Jason Duba, and Matt O'Brien

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

MINUTES: Motion by Ahlvin, seconded by Kosel, to approve the minutes of the July 24, 2025 Zoning Board of Adjustment meeting as submitted. Motion carried by the following vote: Aye – Ahlvin, Kosel, and Stierman; Nay – None; Abstain – McCoy.

DOCKET – 25-25: Application of Zoe Zeien, 705 Caledonia Place, to convert a duplex into three units with 5,857 sq. ft. of lot area where a minimum of 6,000 sq. ft. is required in an R-3 Moderate Density Multi-Family Residential zoning district.

Chairperson McCoy stated the two dockets, 25-25 and 26-25, for this property would be heard together and then voted on separately.

Daniel Lonski, 1564 Parkway Street, spoke on behalf of the applicant in favor of the request. He explained they are seeking a parking variance to convert their building from a duplex to a triplex. He noted they conducted a parking impact study by observing the neighborhood several times throughout the week and consistently found four to five open parking spaces on Caledonia and four to five spaces on the adjacent street. He explained that the proposed third unit is not new construction, as it has been used as a short-term rental. He said he respects the neighbors' concern about parking, but when they observed the parking situation, it did not seem like a problem.

Susan Cronk, 782 Caledonia, spoke in opposition to the application, noting challenges with winter parking, crowding, and lack of space for garbage collection.

Staff Member Schrobilgen detailed the staff report noting the two requests that include reduced lot area that is 143 square feet less than required, and another for a parking

variance for one space. He said the intent of lot area is to provide outdoor space for residents to utilize and that with the city park behind the property, there is plenty of open space. For the parking variance, he noted that it is a dimensional variance, and the state legislature just passed a law that changes the criteria by which such requests are evaluated to “practical difficulties.” He noted that Caledonia has one side parking only. He noted the nearby park where residents could park along Hill Street and explained the parking space calculation resulting in the one space deficiency. He noted the property was approved for a Conditional Use Permit for a tourist home in 2019. He explained that the property would need these two approvals and a rezoning before they could have a third unit.

The Board Members discussed the new variance criteria and they all expressed concern about parking availability in the neighborhood. The Board Members discussed how the lot area request was generally palatable; however, they had concerns regarding the parking variance request.

Motion by McCoy, seconded by Ahlvin, to approve the request to convert a duplex into three units with 5,857 sq. ft. of lot area where a minimum of 6,000 sq. ft. is required. Motion carried by the following vote: Aye – Ahlvin, Kosel, and Stierman; Nay – McCoy citing Criteria #1: The practical difficulties faced are unique to the property at issue and not self-created.

DOCKET – 26-25: Application of Zoe Zeien, 705 Caledonia Place, convert a duplex into three units with a deficit of one (1) off-street parking space in an R-3 Moderate Density Multi-Family Residential zoning district.

Motion by McCoy, seconded by Ahlvin, to approve the request to convert a duplex into three units with a deficit of one (1) off-street parking space. Motion denied by the following vote: Aye – None; Nay – Ahlvin, Kosel, Stierman, and McCoy, all citing Criteria #1: The practical difficulties faced are unique to the property at issue and not self-created.

DOCKET – 31-25: Application of Nathaniel Vance, 711 East 22nd Street, to construct an attached deck 0’ from the front and side property lines where a minimum of 10’ and 3’ is required, respectively, in an R-2A Alternate Two-Family Residential zoning district.

Nathaniel Vance, 711 East 22nd Street, spoke in favor of the request. He explained the design details of the deck he’s requesting to build and displayed images of the plans.

Chairperson McCoy asked if he was amenable to keeping the deck open. Mr. Vance replied yes.

There was no public input.

Staff Member O’Brien detailed the staff report noting the setback request of 0’ from the front property line. He described the neighborhood and noted that there are other legally nonconforming decks and porches in the area.

The Board agreed with the condition that it remains of an open design and felt that the deck was otherwise in character with the neighborhood.

Motion by Ahlvin, seconded by Kosel, to approve the request with the following condition:

- 1) The deck shall remain of an open design.

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

DOCKET – 32-25: Application of Jere Gardner, 1504 Jackson Street, to construct a 480 square foot detached garage addition 0' from the side property line for a total of 1,160 square foot of accessory structures where a 3' minimum setback and a maximum of 1,000 square feet of detached accessory structures is permitted in an R-2A Alternate Two-Family Residential zoning district.

Jere and Tammy Gardner, 1504 Jackson Street, spoke in favor of the request. They explained that they would like to build a 20' x 24' addition to their existing garage. They said they've been working with building inspectors to comply with building code requirements.

Chairperson McCoy asked if they would be amenable to a condition to manage stormwater on their property. Mr. Gardner stated that they were okay with that noting that the gable is going in the other direction and there will not be gutters along the property line.

Chairperson McCoy referred to the opposition letter from the neighbors to the north at 1530 Jackson Street. Mr. Gardner stated that the proposed wall would be 8" off the property line and the roof would be pitched away from the property line.

Staff Member Duba detailed the staff report noting characteristics of the subject property and the surrounding neighborhood. He explained the request and displayed the site plan. He noted the properties in the area are fully developed and the proposed garage would be fully contained on the subject property.

Board Members expressed concern about the proximity of the garage to the property line. It was estimated that the addition would be approximately 2'-4" closer to the property line than the existing garage.

Chairperson McCoy suggested that the candidates may wish to table their request. Mr. Gardner asked what the major concerns were, and Chairperson McCoy informed the applicant of the Special Exception criteria and also read them into the record.

The Board questioned whether the proposed garage addition could be built in line with the existing garage wall so that it would be no closer to the property line. The applicants were amenable to that. The Board expressed a willingness to approve the Special

Exception for going over the maximum area of detached accessory structures but did not generally support the request for a reduced side yard setback beyond that of the existing garage.

Motion by McCoy, seconded by Kosel, to approve the request to construct a 480 square foot detached garage addition for a total of 1,160 square foot of accessory structures where a maximum of 1,000 square feet of detached accessory structures is allowed with the following conditions:

1. The garage addition is built in-line with side yard setback of the existing garage.
2. Stormwater be managed on the subject property.
3. Residential building materials be utilized.

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

DOCKET – 33-25: Application of Jim Moser, Phase I Consulting, American Tower Corp., at 1824 North Main Street, to modify an existing cell tower in an R-2 Two Family Residential zoning district.

Jim Moser, 864 Edwards Street, Wheeling, IL, spoke in favor of the request. He explained that they are seeking to increase the diameter at the top of the tower from 3' to 5' for newer cell equipment for new technology.

Chairperson McCoy asked if it would increase the height of the tower, and Mr. Moser replied no, it would just increase the diameter. Chairperson McCoy asked to confirm whether the tower would still function as a flagpole, and Mr. Moser said no.

There was no public input.

Staff Member Schrobilgen detailed the staff report noting the existing tower was stealthed as a flagpole, but that will be modified, which triggered the need for a new Conditional Use Permit (CUP). He explained that the Historic Preservation Commission (HPC) reviewed this request and were going to recommend approval with conditions to the City Council. He said staff recommend that the Board adopts the same conditions as those proposed by the HPC. He said the tower is part of a lease/license and is on City property and as such requires City Council review and approval in addition to the CUP.

Chairperson McCoy asked if there were pictures of the existing tower, and staff worked to provide imagery from online mapping tools. The Board had no issues with the request, so long as the conditions were maintained.

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

1. That the antennae sheath matches the texture, color, and surface as the existing pole.
2. That the modified monopole should no longer be used as a flagpole.
3. That City Council approves both the design and lease/license.

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

DOCKET – 34-25: Application of Doug Blong, 2501 Harriet Street, to construct a 1,200 square foot detached garage 8' from the front property line with a total of 4,025 square feet of accessory structures where a 20' minimum setback and a maximum of 1,000 square feet of detached accessory structures is permitted in an R-1 Single-Family Residential zoning district.

Doug Blong, 2501 Harriet Street, spoke in favor of the request. He explained that they would like to build an additional garage for storage of equipment and vehicles. He said it would be the same footprint as the garage next to it and 40' away from it.

There was no public input.

Staff Member O'Brien detailed the staff report noting that it is a large agricultural lot. He said that the Engineering Department has vacated the right of way so the garage could be constructed here.

Chairperson McCoy asked to confirm that the proposed garage would be on the same lot as the house, and Staff Member Moon replied yes, Engineering has vacated the right of way and the property is owned by Mr. Blong. Chairperson McCoy proposed that consolidation of the lots be a condition of approval. Mr. Blong stated that the land has been consolidated.

Board Members were supportive of the request and suggested conditions regarding stormwater management and providing a hard surface driveway.

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

1. Stormwater be managed on site.
2. The hard surfaced driveway be constructed.
3. That lot consolidation be complete prior to construction.

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

DOCKET – 35-25: Application of Johnnie D. Smith, 2905 Muscatine Street, to construct a 238 square foot garage addition 5' from the side property line with a total of 1,101 sq. ft. of accessory structures where a 6' minimum setback and a maximum of 1,000 sq. ft. of detached accessory structures is permitted in an R-1 Single-Family Residential zoning district.

Johnnie D. Smith, 2905 Muscatine Street, spoke in favor of the request. He explained that he is seeking to construct a 17' x 13' addition to his garage, which would be 101 square feet over the 1,000 square foot limit. He said it would be for storage, as his family

has two cars, a boat, and motorcycles.

Chairperson McCoy asked if he would be amenable to a condition to manage stormwater on his property. Mr. Smith was fine with that, and stated he it has been planned for already.

There was no public input.

Staff Member Duba detailed the staff report noting characteristics of the subject property and the surrounding neighborhood. He explained the request and displayed the site plan. He noted the properties in the area are fully developed and the proposed garage would be fully contained on the subject property.

Board Members expressed support for the request with the proposed conditions.

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

1. Stormwater be managed on site.
2. The addition be constructed in line with the existing garage, no closer than 5' to the side property line.
3. That residential building materials be used.

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

DOCKET – 36-25: Application of Paul Miller, 395 O'Neill Street, to construct a 625 square foot detached garage 0' from the side property line and 8' from the front property line where a 6' and 20' minimum setback is required, respectively, in an R-1 Single-Family Residential zoning district.

Paul Miller, 395 O'Neill Street, spoke in favor of the request. He explained that he's seeking to construct a detached garage adjacent to his house on the north side of his property for parking vehicles. He listed the distance the garage would be from property lines and structures, noting that the front of the garage would be further back than the front of the house.

Chairperson McCoy asked Mr. Miller if he would be amenable to conditions for stormwater management, establishing the property line, hard surfacing the driveway, and using residential building materials. Mr. Miller said yes and stated that he planned to use metal siding of a similar color to his house.

Staff Member O'Brien detailed the staff report noting that it is an established neighborhood, the property has two street frontages, and that an existing unimproved platted city alley would provide a 20' separated from the neighboring residence to the north.

Board Members had no questions or concerns.

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

1. Stormwater be managed on site.
2. They establish the property line to the satisfaction of the building official.
3. The driveway be hard surfaced.
4. That residential building materials be used.

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

ITEMS FROM PUBLIC: None.

ITEMS FROM BOARD: Chairperson McCoy informed staff that the December meeting would need to be his last meeting.

ITEMS FROM STAFF:

Staff Member Moon noted the next meeting would be September 25 at 5:30. She provided a reminder about the Board and Commission Picnic, and she provided information about the UDC update process currently in progress.

ADJOURNMENT: Motion by McCoy, seconded by Kosel, to adjourn the August 28, 2025 Zoning Board of Adjustment meeting. Motion carried by the following vote: Aye – Ahlvin, Kosel, Stierman and McCoy; Nay – None

The meeting adjourned at 6:45 p.m.

Respectfully submitted,



Shena Moon, Associate Planner

September 25, 2025

Adopted

STATE OF IOWA
DUBUQUE COUNTY

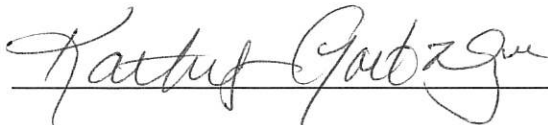
SS:

CERTIFICATE OF PUBLICATION

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

09/10/2025

and for which the charge is 50.81

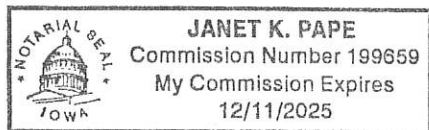


Subscribed to before me, a Notary Public in and for Dubuque County, Iowa,

this 10th day of September, 2025



Notary Public in and for Dubuque County, Iowa.



CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 6:30 p.m. on August 27, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of considering an irrevocable license and conducting a work session on the Unified Development Code update.

ACTION ITEM

1. Irrevocable License - UD Medical School at 500 Main Street: Motion by Jones to receive and file the documents and approve an irrevocable license for the University of Dubuque at 500 Main Street to encroach in the public right of way as described in the irrevocable license. Seconded by Wethal. In response to a question, Van Milligen confirmed that the Engineering Department considers potential traffic impacts when reviewing licenses. Planning Services Director Wally Wernimont noted that this went through the site plan review process, where visibility was considered. He indicated that City staff have no concerns with minor encroachments and added that the wide sidewalk will help minimize any impact on pedestrians. Motion carried 7-0.

WORK SESSION

Unified Development Code Update

Wernimont and Arista Strungys with Camiros presented the findings of the Unified Development Code (UDC) Technical Review conducted by Camiros. Wernimont and Strungys addressed a range of City Council questions on topics including urban farms, condos, lighting standards, electric vehicle (EV) spaces, minimum lot sizes, traffic studies, and parking requirements. When asked about next steps, Wernimont and Strungys explained that City staff will draft an ordinance using input from the public session, this work session, and other feedback. A full UDC draft will then be released for additional input at public open houses, followed by a public hearing with the Zoning Advisory Commission (ZAC) and final approval through the City Council public hearing process. Wernimont added that the entire UDC will be published in the newspaper ahead of the hearing. Strungys and Wernimont clarified that any zoning map changes must be reviewed by the ZAC and approved by the City Council. Wernimont concluded by emphasizing that staff are still accepting public input on the UDC update and encouraged anyone with comments to contact the Planning Services Department.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:08 p.m.

/s/Adrienne N. Breitfelder, CMC

City Clerk

It 9/10

STATE OF IOWA
DUBUQUE COUNTY

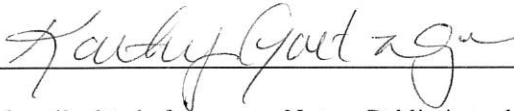
SS:

CERTIFICATE OF PUBLICATION

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

09/10/2025

and for which the charge is 364.42

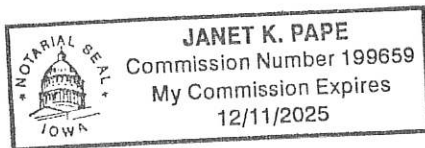


Subscribed to before me, a Notary Public in and for Dubuque County, Iowa,

this 10th day of September, 2025



Notary Public in and for Dubuque County, Iowa.



CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
REGULAR SESSION

The Dubuque City Council met in regular session at 6:30 p.m. on September 2, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

Breitfelder announced that Barry Lindahls Savvy Over 60 Award Recognition was removed from the meeting and will be rescheduled for the next regular city council meeting.

PROCLAMATIONS

1. Nathaniel and Charlotte Morgan Peace Week (September 1 - 6, 2025) was accepted by Ernestine Moss on behalf of the Nathaniel Morgan Memorial Committee.

2. Days of Peace and Nonviolence (September 6 - 28, 2025) was accepted by R.R.S. Stewart on behalf of the Dubuque International Day of Peace Coordinating Committee.

3. Crop Hunger Walk Day in Dubuque (September 27, 2025) was accepted by Sara McCaw on behalf of Dubuque Area Congregations United.

CONSENT ITEMS

Cavanagh requested Item No. 13 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated, except No. 13. Seconded by Farber. Motion carried 7-0.

1. Minutes and Reports Submitted: City Council Proceedings for August 18, 2025; Historic Preservation Commission of July 17, 2025; Human Rights Commission of July 8, 2025; Library Board of Trustees Minutes of June 23, 2025; Library Board of Trustees Update of July 24, 2025; Long Range Planning Advisory Commission of May 21, 2025; Park and Recreation Advisory Commission of July 8, 2025. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Lubenow Express, LLC for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Lubenow Express, LLC for vehicle damage; Major Joseph Jenkins for property damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 279-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

5. Intent to Apply for Local Housing Trust Funds through Iowa Finance Authority for 2026: Upon motion the documents were received and filed, and Resolution No. 280-25 Authorizing

Submittal Of The Application For Local Housing Trust Funds To The Iowa Finance Authority was adopted.

6. Grand River Center Floor Slab Lifting & Leveling Project - Acceptance of Public Improvement Construction Contract: Upon motion the documents were received and filed, and Resolution No. 281-25 Accepting The Grand River Center Floor Slab Lifting & Leveling Project was adopted.

7. September/October 2025 City News Newsletter: City Manager provided a copy of the September/October 2025 issue of the City News newsletter, which will be mailed with City utility bills from August 13 through September 10. This issue and archived issues are available at www.cityofdubuque.org/citynews. Upon motion the documents were received and filed.

8. Contract amendment for home advocacy and nursing services for HUD Lead and Healthy Homes grant: City Manager recommended approval of the amendment and extension of the subcontract with Dubuque Visiting Nurses Association for services related to the HUD Lead and Healthy Homes grant for the period of performance now extended through November 30, 2025. Upon motion the documents were received, filed, and approved.

9. Problem Property Assessment: Upon motion the documents were received and filed, and Resolution No. 282-25 Authorizing The City To Collect Delinquent Problem Property Charges In Accordance With 14-1J1 International Property Maintenance Code Section 109.5 And/Or Section 112.5 Code Of Ordinances Of The City Of Dubuque, Iowa was adopted.

10. Grass, Weed and Garbage Assessments: Upon motion the documents were received and filed, and Resolution No. 283-25 Authorizing The City To Collect Delinquent Grass And Weed Cutting And Garbage Collection Charges In Accordance With Title 6-4-3A And Title 6-8-2 Of The Code Of Ordinances Of The City Of Dubuque, Iowa was adopted.

11. Improvement Contracts / Performance, Payment, and Maintenance Bonds: Dubuque Barge and Fleeting Service Company D/B/A Newt Marine Service for the 2025 Maintenance Dredging Project. Upon motion the documents were received, filed, and approved.

12. Water System Improvements 2024 North English Road Water Main Extension Project Receipt and Consideration of Bids: City Manager shared information on the bids for the Water System Improvements 2024 North English Road Water Main Extension project. Upon motion the documents were received and file and adjourned further action to October 6, 2025.

13. Workforce Housing Brochure: Motion by Jones to receive and file the documents. Seconded by Sprank. City Council Members thanked city staff for demonstrating the meaning of workforce housing, highlighting housings focus for the City Council and other community organizations, and thanked community partners for their efforts in expanding housing. Motion carried 7-0.

ITEMS SET FOR PUBLIC HEARING

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

1. Resolution Setting Public Hearing on a Proposed Development Agreement with ASJS Properties, LLC for Redevelopment of 1913 Jackson Street: Upon motion the documents were received and filed and Resolution No. 284-25 Fixing The Date For A Public Hearing Of The City Council Of

The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And ASJS Properties, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, And Providing For The Publication Of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 15, 2025 in the Historic Federal Building.

2. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Adam Vogel Building, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement for Redevelopment of 1701 Central Avenue: Upon motion the documents were received and filed and Resolution No. 285-25 Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Adam Vogel Building, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, And Providing For The Publication Of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 15, 2025 in the Historic Federal Building.

3. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Dubuque Initiatives 1700, LLC for the Redevelopment of 1739-1763 Central Avenue: Upon motion the documents were received and filed and Resolution No. 286-25 Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Dubuque Initiatives 1700, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto And Providing For The Publication Of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 15, 2025 in the Historic Federal Building.

4. Water System Improvements 2024 North English Road Water Main Extension Project State Revolving Fund (SRF) Loan: Resolution Setting the Public Hearing - Environmental Review: Upon motion the documents were received and filed and Resolution No. 287-25 State Revolving Fund (SRF) Loan - Environmental Review Water System Improvements 2024 North English Road Water Main Extension Project Set The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On Approval Of An Environmental Review As Provided By SRFs Department Of Natural Resources For The Private Lead Service Line Replacement Pilot Program was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 6, 2025 in the Historic Federal Building.

BOARDS/COMMISSIONS

Applications were reviewed for the following Boards and Commissions. Applicants were invited to address the City Council regarding their desire to serve on the following Boards/Commissions.

1. Airport Commission: One, 4-Year term through September 14, 2029 (Expiring term of Kutz-Weber). Applicant: Mariann Kurtz-Weber, 955 Prince Phillip Dr. Kurtz-Weber virtually spoke in support of her application.

PUBLIC HEARINGS

1. Approving a Development Agreement by and between the City of Dubuque, Iowa and Greater Dubuque Impact Investment Fund

for Redevelopment of 1550 Elm Street: Motion by Roussell to receive and file the documents and adopt Resolution No. 288-25 Approving Disposal Of An Interest In Real Property Owned By The City Of Dubuque By Sale Through A Development Agreement With Greater Dubuque Impact Investment Fund. Seconded by Wethal. Dubuque Initiatives Committee Member Rick Dickinson spoke in support of the agreement, noting the organizations 501(c)(3) nonprofit status and its use of funds from the Dubuque Racing Association (DRA) for capital projects. In response to a question, Brumwell stated that there may be periods when county taxes are levied and when they are not, as the county has a process for determining property tax exemption. In response to a question, Dickinson stated that the nonprofit is pursuing federal funds to address environmental issues on the former Blum property. Motion carried 7-0.

2. Resolution of Adoption for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.3: Motion by Jones to receive and file the documents and adopt Resolution No. 289-25 Approving The Amended And Restated Urban Renewal Plan, Version 2025.3, For The Dubuque Industrial Center Economic Development District. Seconded by Sprank. City Council Members commended the City's successful economic development approach. Motion carried 7-0.

3. Resolution of Adoption for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.4: Motion by Sprank to receive and file the documents and adopt Resolution No. 290-25 Approving The Amended And Restated Urban Renewal Plan, Version 2025.4, For The Dubuque Industrial Center Economic Development District. Seconded by Farber. Motion carried 7-0.

4. Public Hearing Vacating a portion of a Utility Easement over part of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa - Emily and Scott McGuire Property at 1195 Arrowhead Drive: Motion by Roussell to receive and file the documents and adopt Resolution No. 291-25 Disposing Of Property By Vacating City Interest In A Portion Of A Public Utility Easement Over And Across Part Of Lot 2, Block 4, Of Indian Hills, In The City Of Dubuque, Iowa. Seconded by Wethal. In response to a question, Assistant City Engineer Bob Schiesl explained that the property owners proposal to vacate the easement affected an existing permanent easement. To address this, the owners established a new utility easement in a different area of the property, which required approval from all private utility providers. Motion carried 7-0.

5. Rustic Point Park Development Project Public Hearing: Motion by Sprank to receive and file the documents and adopt Resolution No. 292-25 Rustic Point Park Development Project: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost. Seconded by Wethal. In response to a question, Van Milligen explained that the funding is sourced from Tax Increment Financing (TIF) associated with the development. The state mandates that expenditures be made from the general fund, with reimbursement coming from the TIF source, which is certified as debt. He also noted that the City Council approved this arrangement during the budget process. While unsure of the exact repayment timeline, he believed the turnaround would be relatively quick. Motion carried 7-0.

ACTION ITEMS

1. Smart Parking & Mobility Management Plan Update: Motion

by Roussell to receive and file the documents and hear the presentation. Seconded by Wethal. Director of Transportation Services Ryan Knuckey made a presentation on the progress of the Smart Parking & Mobility Management Plan. In response to questions, Knuckey stated that the On-Street Parking Request for Proposals (RFP) must be completed before options for integrating the City's parking technology can be discussed. He noted that the parking ramps are equipped with call buttons that connect directly to parking staff, who can provide assistance similar to a help desk. He further stated that parking ramps allow a 15-minute grace period, enabling users to test the system without incurring a fee. He reported that the new parking technology will reduce the amount of staff time currently spent repairing outdated systems, allowing more time to be dedicated to maintenance and upkeep of the ramps. He clarified that the Transit Advisory Board (TAB) is required by the Federal Transit Administration (FTA) to provide input on transit operations and noted that parking updates are shared with the TAB because of their impact on transit. Van Milligen emphasized that the TAB has no role in parking operations and noted that Knuckey maintains strong communication with major parking ramp users, including the business community. City Council Members acknowledged residents' concerns regarding potential issues in the parking ramps and their hesitancy toward changes. Council Members also commended the universal color-coding system in the ramps and expressed appreciation for the real-time updates. Motion carried 7-0.

2. Dubuque County Historical Society Letter of Authorization to Iowa Economic Development and Finance Authority's Historic Preservation Tax Credit Program: Motion by Sprank to receive and file the documents and approve the letter of authorization in support of the Dubuque County Historical Society's application to the Iowa Economic Development and Finance Authority's State Historic Preservation Tax Credit program. Seconded by Resnick. In response to a request for an update on the Mathias Ham House, Interim Parks and Recreation Director Steve Fehsal reported that both interior and exterior improvements are underway, including painting, window repairs, and ceiling molding. He noted that the work is being funded through existing grant agreements and Capital Improvement Plan (CIP) funds. He stated that the reopening date has not yet been determined but will be confirmed. Motion carried 7-0.

3. Letters of Support for an Iowa Redevelopment Tax Credit Application for Downtown Redevelopment Projects on a Grayfield Site: Motion by Roussell to receive and file the documents and approve the submission of the letters of support to accompany an Iowa Redevelopment Tax Credit Application to the Iowa Economic Development Authority being submitted for redevelopment of three downtown properties in Dubuque. Seconded by Jones. City Council Members highlighted the significant investment and housing units created through the developments and thanked all parties involved. Motion carried 7-0.

4. Fly DBQ Rewards and Incentives: Motion by Farber to receive and file the documents. Seconded by Jones. City Council Members reaffirmed air service as a priority for the past few years, acknowledged the challenges of attracting and retaining providers, and thanked Dubuque Initiatives and Denver Air Connection for offering incentives. Motion carried

7-0.

5. Greater Dubuque Development Corporation (GDDC) Wins International Economic Development Council Gold Award: Motion by Roussell to receive and file the documents. Seconded by Resnick. GDDC President and CEO Rick Dickinson acknowledged GDDCs Strategic Initiatives Consultant Dave Lyons for leading the Dubuque Broadband Acceleration Initiative. Motion carried 7-0.

6. Welcome College Students Video: Motion by Jones to receive and file the documents and view the video. Seconded by Wethal. Multimedia Specialist Felicia Carner introduced a video produced by the Citys Media Services division, which featured a welcome message from Mayor Cavanagh and highlights of life in Dubuque, that was played as part of the Welcome Students campaign organized by GDDC and the local Community of Colleges. Rick Dickinson discussed GDDCs collaborations with local colleges. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Sprank reported on attending a DRA board meeting, the DRA grant reception, and a Point Neighborhood Association event. Sprank also reported on the upcoming Dubuque Dragon Boat Races event and the upcoming Nathaniel Morgan memorial event.

Farber reported on the Tim McGraw concert at the Field of Dreams.

Roussell reported on attending Dubuque Main Street committee meetings, a HACAP board meeting, and the Labor Day Parade. Roussell also reported on volunteering with Dubuque Trees Forever at the community orchard and the Dubuque Farmers Market.

Jones reported on attending a Travel Dubuque Board meeting, a DRA board meeting, the DRA grant reception, a Bluff St. Neighborhood Association meeting, ribbon cuttings for McDonalds Supply and GoodLife Integrative Veterinary Care, Elevated Images open house, the book signing event for former Iowa State Trooper Bob Hurleys memoir, a Dubuque Metropolitan Area Solid Waste Agency (DMASWA) board meeting, and the Labor Day Parade. Jones also reported on meeting with Chrissy Hogue Bartels of Torfoot Entertainment Group, who is exploring film opportunities and partnerships in Dubuque.

Resnick reported speaking with a visitor who praised Dubuque, specifically Hotel Julien and St. Raphaels Cathedral.

Wethal reported on attending the Tim McGraw concert, the DRA grant reception, the Labor Day Parade, and a Dubuque County Early Childhood board meeting.

CLOSED SESSION

Motion by Jones to convene in closed session at 8:43 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Resnick. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 9:23 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:23 p.m.

/s/Adrienne N. Breittfelder, CMC
City Clerk

STATE OF IOWA
DUBUQUE COUNTY

SS:

CERTIFICATE OF PUBLICATION

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

09/10/2025

and for which the charge is 25.70

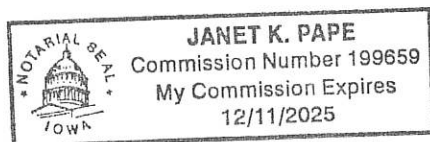


Subscribed to before me, a Notary Public in and for Dubuque County, Iowa,

this 10th day of September, 2025



Notary Public in and for Dubuque County, Iowa.



Ad text :

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 5:30 p.m. on September 4, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a closed session pursuant to Iowa Code Chapter 21.5.

CLOSED SESSION

Motion by Jones to convene in closed session at 5:31 p.m. to discuss Confidential Records, Pending Litigation, Professional Evaluations, and Purchase or Sale of Real Estate - Chapter 21.5(1)(a),(c),(i),(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 8:39 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:39 p.m.

/s/Adrienne N. Breitfelder, CMC

City Clerk

1t 9/10

**City of Dubuque
City Council**

CONSENT ITEMS # 2.

ITEM TITLE:	Notice of Claims and Suits
SUMMARY:	Kelsey Bhatia for property damage; Joseph Jenkins for property damage; Mik Kalloway for vehicle damage; Lillian and Jacob Ludlow for vehicle damage; Martin Wing for property and vehicle damage.
SUGGESTED DISPOSITION:	Receive and File; Refer to City Attorney

ATTACHMENTS:

1. Claim by Kelsey Bhatia
2. Claim by Joseph Jenkins
3. Claim by Mik Kalloway
4. Claim by Lillian and Jacob Ludlow
5. Claim by Martin Wing

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

mum
legal
Anell Swift
Brizhoukable

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

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

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

1. Name of Claimant: Kelsey Bhatia
2. Address: 3085 Westmore Dr.
City: Dubuque State: Iowa Zip: 52001
3. Telephone Number: 563-590-4143
4. Date of Incident: July 12th 2025
5. Time of Incident: approximately 9:45
6. Location of Incident (Be specific): started in basement laundry room, progressed to the whole basement
7. DESCRIBE ACCIDENT OR OCCURRENCE THAT CAUSED INJURY OR DAMAGE. (Give full details upon which you base your claim. If a City employee was involved, give the employee's name.)
(see attached narrative from my water). This occurred less than 48 hours after giving birth, and 24 hours prior to going home from hospital.
8. What were weather conditions like? SUNNY
9. Give name and address of any witnesses: NO
10. Did police investigate? (If so, give names of officers.)
NO
11. Was anyone injured? (If so, give names, addresses, and extent of injuries).
NO

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

(see attached narrative)

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

personal items

see father's claim

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

yes, USAA 9800 Fredericksburg Rd, San Antonio, TX \$6,883.56

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

\$6,883.56

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

(see attached narrative)

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

NO
USAA, 9800 Fredericksburg Road, San Antonio, TX 78288

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

\$6,883.56

Dated at Dubuque, Iowa this 20th day of September, 2025.

Kelsey M. Bhatia

(Signature)

Kelsey M. Bhatia

(Print Name)

(Rev. 9/24)

City Clerk's Office
Dubuque, IA

2025 SEP 23 PM 1:14

RECEIVED

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

mvm
Legal
Annette Swift
Brian Wulfeke

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

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

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

1. Name of Claimant: Joseph Thomas Jenkins
2. Address: 245 Hidden Spring LN
City: Apple River State: IL Zip: 61001
3. Telephone Number: (563) 580-7731
4. Date of Incident: July 12, 2025
5. Time of Incident: 0945
6. Location of Incident (Be specific): 3085 Westmore Drive
Dubuque, IA 52001
7. DESCRIBE ACCIDENT OR OCCURRENCE THAT CAUSED INJURY OR DAMAGE. (Give full details upon which you base your claim. If a City employee was involved, give the employee's name.)
Main Sewer Line Clog
8. What were weather conditions like? Sunny
9. Give name and address of any witnesses: NA
10. Did police investigate? (If so, give names of officers.)
No
11. Was anyone injured? (If so, give names, addresses, and extent of injuries).
No

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

Yes, see narrative and photos
attached

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

see daughter's
claim

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

\$10,000.00

USAA, 9800 Fredericksburg Road, San Antonio, TX 78288

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

\$5,613.23

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

The main sewer line was clogged 250 feet
from street manhole.

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

USAA, 9800 Fredericksburg Road, San Antonio, TX
78288

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

\$10,000.00

Dated at Dubuque, Iowa this 22 day of September, 2025.

Joseph T. Jenkins

(Signature)

Joseph T Jenkins

(Print Name)

(Rev. 9/24)

City Clerk's Office
Dubuque, IA

2025 SEP 23 PM 1:14

RECEIVED

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

mvm
Legal
Chris Lester

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

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

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

1. Name of Claimant: Mik Kalloway
2. Address: 2447 Asbury Rd
City: Dubuque State: IA Zip: 52001
3. Telephone Number: 563-343-2187
4. Date of Incident: 09/19/2025
5. Time of Incident: 12:42pm
6. Location of Incident (Be specific): Windsor ave measuring 65 ft west
from Rhomberg Ave in Dubuque, IA. X-coordinate: 0067914
Y-coordinate: 04709681
7. DESCRIBE ACCIDENT OR OCCURRENCE THAT CAUSED INJURY OR DAMAGE. (Give full details upon which you base your claim. If a City employee was involved, give the employee's name.)
Marty Kass hit my vehicle, which was parked, with his city vehicle.
He hit my front driver side corner.
8. What were weather conditions like? Warm, sunny
9. Give name and address of any witnesses: unknown
10. Did police investigate? (If so, give names of officers.)
yes. Officer Brandon Barbour. Badge No. 89
11. Was anyone injured? (If so, give names, addresses, and extent of injuries).
No

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

Yes. Damage done to front driver side corner of my vehicle.

See attached photos and price estimates.

13. What other damages do you claim, if any? none

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

No

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

Amount to pay for fixing damages to my car - See attached estimates.

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

Marty Kass was driving a City of Dubuque vehicle when he hit my car.

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

No

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

N/A

Dated at Dubuque, Iowa this 29 day of September, 2025.

Mik Kalloway

(Signature)

Mik Kalloway

(Print Name)

(Rev. 9/24)

RECEIVED
2025 SEP 29 AM 9:51
City Clerk's Office
Dubuque, IA

mvm
Legal
Chief Jensen

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

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

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

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

1. Name of Claimant: ~~Lillian Ludlow~~ Lillian Ludlow Jacob-Father
2. Address: 717 Beech Drive
City: Gas City State: IN Zip: 46933
3. Telephone Number: 765-667-4159 L JACOB 765-506-0862
4. Date of Incident: 07/19/2025
5. Time of Incident: 09:46
6. Location of Incident (Be specific): Bluff St (160 ft North from W 6th Street)

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

Officer was pulling out from a parking space and sideswiped a parked vehicle

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

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

Yes, 2013 Chevy Spark

Estimate \$1,104.17 Twin City Auto Body
Estimate \$1,104.17 Twin City Auto Body

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

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

No

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

\$1,104.17 + rental car while in shop for repairs
\$1,104.17 + rental car while in shop for repairs

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

struck parked vehicle

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

No

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

Dated at Dubuque, Iowa this _____ day of _____, 20____.

(Signature)

(Print Name)

(Rev. 9/24)

City Clerk's Office
Dubuque, IA

2025 SEP 15 AM 10:53

RECEIVED

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

MVM
Legal
Matthew Kalcevich
Steve Fehsal

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

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

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

1. Name of Claimant: Martin Wing
2. Address: 1825 Ann St.
City: Dubuque State: IA Zip: 52001
3. Telephone Number: 563-663-0915
4. Date of Incident: 9-17-24
5. Time of Incident: 10:00 am
6. Location of Incident (Be specific): 1825 Ann St. - Front yard + parking lot
7. DESCRIBE ACCIDENT OR OCCURRENCE THAT CAUSED INJURY OR DAMAGE. (Give full details upon which you base your claim. If a City employee was involved, give the employee's name.)
Large tree limbs fell on the car + fence + gate and landed in the front yard. Pictures attached - Robert Wegmann
8. What were weather conditions like? Rain
9. Give name and address of any witnesses: Heidi Morales
10. Did police investigate? (If so, give names of officers.)
No
11. Was anyone injured? (If so, give names, addresses, and extent of injuries).
No

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

Fence was crushed, Car has a dent & scratches. Gate was crushed & moved

13. What other damages do you claim, if any? Robert Wegmann - Urban Forester - Cleaned up mess & Removed limbs

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

No

15. What amount do you claim from the City of Dubuque?
\$1062.00 - Fence \$500.00 - Car Deductible \$1560 - Total

16. Why do you claim the City of Dubuque is responsible?
It is a City tree, proven by city employee

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

No

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

Dated at Dubuque, Iowa this 09 day of September, 2025

Martin Wing (Signature)

Martin Wing (Print Name)

RECEIVED

(Rev. 9/24)

9/23/2025, 3:22:55 PM

City Clerk's Office
Dubuque, IA

**City of Dubuque
City Council**

CONSENT ITEMS # 3.

ITEM TITLE: Approval of City Expenditures

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

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

ATTACHMENTS:

1. Memo Council for 2025_10_06
2. Approving Expenditures Resolution
3. July Interim Revenues
4. Finalized July Claims
5. August Interim Expenditures by Fund
6. August Interim Revenues
7. September Interim Expenditures by Fund
8. September Interim Revenues
9. October Interim Revenues
10. Expenditure Report - Approvals
11. Expenditure Report - Exceptions



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Expenses Submitted for City Council Approval

DATE: September 30, 2025

Finance is submitting the following expenses to City Council for approval at the October 6, 2025 meeting. Payments on these expenses will be made October 8, 2025.

In addition, Finance is submitting expenses paid since September 17, 2025, to City Council for review. The payments for these claims were approved either by prior City Council action or meet the criteria as an exemption to prior City Council approval.

Pursuant to Iowa Code §372.13A *Payments without prior authorization of council*, all expenses are submitted to City Council for approval before payment, except if approved by prior City Council action or are exempt under City Council resolution 142.18.

RESOLUTION NO.

AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES

Whereas, Section 1-7-7(E) of the Municipal Code of the City of Dubuque provides that the Chief Financial Officer-City Treasurer shall keep an accurate account of all disbursements, money, or property, specifying date, to whom, and from what fund paid; and

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

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

Whereas, the City Council of the City of Dubuque has heretofore, by Resolution 334-19 adopted September 16, 2019, authorized the Chief Financial Officer-City Treasurer to issue checks in payment of certain expenditures known as Exception Expenditures prior to City Council approval and such list is attached hereto.

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

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

Section 2. Pursuant to Iowa Code §372.13(6) Finance is submitting the statement of receipts and disbursements to the City Council, and the City Clerk shall publish said receipts and disbursements with the City Council minutes.

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

CITY OF DUBUQUE
PERIOD ENDING JULY 31, 2025
INTERIM REVENUES BY TYPE

<u>Revenue Type</u>	<u>Amount</u>
Charge for services	8,229,364.09
Grants/Contributions	1,910,178.65
Property Taxes	207,225.03
TIF	57,039.85
LOST	1,271,491.01
Hotel/Motel Tax	328,032.68
Utility Franchise Fees	409,320.78
Gaming	45,936.85
Investment Earnings	549,390.00
Gain on Disposal	23,692.50
Miscellaneous	41,416.78
Total	<u><u>\$ 13,073,088.22</u></u>

CITY OF DUBUQUE
PERIOD ENDING JULY 31, 2025
INTERIM REVENUES BY FUND

<u>Fund</u>	<u>Amount</u>
General Fund	5,092,205.52
Special Revenue	1,851,298.90
Debt Service	1,911.31
Capital Projects	646,623.04
Water	1,348,917.44
Sanitary	1,461,670.78
Stormwater	508,185.42
Parking	190,246.48
Refuse	471,981.84
Transit	140,192.23
Internal Service	397,758.24
DMASWA	962,097.02
Total	<u><u>\$ 13,073,088.22</u></u>

***Please note that the financial information presented is preliminary. Revenues are not included until transactions have been reconciled and posted. Final figures will be shared once all data has been validated.**

CITY OF DUBUQUE, IOWA
PERIOD ENDING JULY 31, 2025
FINALIZED EXPENDITURES BY PURPOSE AND VENDOR

STAFF DEVELOPMENT:

ICMA ONLINE	200.00
JEREMY R JENSEN	444.50
JOSEPH A MESSERICH	150.00
RICHARD S FULLMER	444.50
Rylee N Leitzen	163.22
THOMAS J WARNER	85.00
IOWA DARE ASSOCIATIO	200.00
CURIO DIPLOMAT CERTIFI	989.88
AUSTIN J WEITZ	85.00
Charles Tharp	120.00
JESSICA M GEORGE-RET	413.70
INTERNATIONAL ASSOC	145.00
STAR BAR	40.38
IOWA DEPARTMENT OF P	150.00
INTERNATIONAL CODE C	760.00
FISDAP	82.61
NATIONAL ANIMAL CONT	25.00
AMERICAN AIRLINES	619.77
CITY OF DUBUQUE - UB	11.00
GALLUP	26.74
IPRA* INV-6127	1,500.00
CASCADE PIONEER-ADVE	31.90
Kaitlyn Giguere	1,146.55
ENVIROCERT INTERNATI	155.25
Brittney Hayes	503.40
BRIAN S FELDOTT	200.20
NORTHEAST IOWA COMMU	214.00
GOLF COURSE SUPERINTENDE	530.00
Franklin Andrew Unra	37.17
PGA OF AMERICA MEMBERS	750.00
HYVEE #1160	22.96
E PHILDELPHIA DWNTN FD	1,252.12
PROFESSOR MESSER	239.00
PELICAN WIRELESS	23.92
TODD E DALRING	270.08
DISH NETWORK LLC	148.10
Timothy Alan Furlong	1,103.65
CLEMENT COMMUNICATIO	259.31
IOWA STATE UNIVERSIT	385.00
APPLE INC	54.53
JUSTINE HULL	59.42
CONTINENTAL AIRLINES	560.76

Iowa Permit Technici	50.00
IEDAIFA* 2025 HOUSING	1,500.00
SOCIETYFORHUMANRESOURCE	299.00
KYLE P REINERT	792.00
NATIONAL LEAGUE OF C	500.00
NICOLE M ROSEMEYER	492.46
IOWA LEAGUE OF CITIE	16,854.00
DUBUQUE RACING ASSOC	9.90
MISSISSIPPI RIVER CI	3,500.00
DES MOINES REGISTER	21.39
CORI L BURBACH	62.72
District 20 Supply C	1,862.80
Isabella David	42.00
PAMELA J MCCARRON	389.40
ANTHONY M BREITBACH	254.80
Joseph Link	368.00
Jason D Lehman	153.70
Steven Puls	131.65
COMPASS GROUP USA IN	5,925.00
SQUARE INC	58.01
PAYPAL * WOMENSLEADE	105.00
DAVID A NESS	336.70
CHRISTOPHER J LESTER	42.56
HILTON HOTELS	322.56
IA INSPECT AND APPEALS	72.00
IOWA DEPT OF NATURAL	262.41
John Wiley	297.40
Jodi Johnson	263.20
ELDT.COM	50.00
KENNETH M MILLER	100.00
DANIEL J MAYNE	68.00
<i>REPAIR/MAINTENANCE/UTILITIES:</i>	
DUBUQUE COUNTY SHERI	40,759.35
AT&T Mobility Nation	8,453.83
FREE FLIGHT	248.15
RACOM CORPORATION	353.58
HYVEE #1160	189.33
CLEAN SWEEP OF I & I	24.99
ALLIANT ENERGY	138,766.02
BLACK HILLS/IOWA GAS	3,304.04
KWIK STAR #1184	131.01
ATT* BILL PAYMENT	914.34
MIRACLE CAR WASH COR	42.98
MENARDS LUMBER CO	113.05
SKYLINE TRUCKING & S	495.00
G & R TREE SERVICE I	900.00
DUBUQUE SIGN COMPANY	13.50

THE LOCKSMITH EXPRES	149.00
HENDRICKS FEED & SEE	37.90
MTI DISTRIBUTING INC	181.27
ORKIN LLC	267.05
ADDOCO INC	600.00
CONSTELLATION NEW EN	10,397.15
SQUARE INC	200.00
SPRING GREEN LAWN CA	305.25
DITTMER RECYCLING IN	314.18
CRESCENT ELECTRIC	315.36
MULGREW OIL COMPANY	6,788.22
DAVIS EQUIPMENT CORP	50.90
MOLO PLUMBING & HEAT	3,250.00
HARRIS MOTOR SPORTS	132.76
CENTURY LINK	668.25
R&J Window Cleaning	275.00
DEMMER OIL COMPANY	10,598.63
DUBUQUE AREA STEAMAT	185.00
BP#1073500BP UNIVERSITY	50.00
VERIZON WIRELESS SER	3,623.54
BIECHLER ELECTRIC IN	92.63
AV FUEL	21,008.41
RILCO, Inc	510.00
SYN-TECH SYSTEMS INC	88.00
J & R SUPPLY COMPANY	3,111.40
PHELPS THE UNIFORM S	48.19
WESTPHAL & COMPANY,	1,855.39
AMAZON MKTPLACE PMTS	(1,642.68)
MOLO OIL COMPANY	276.32
AMAZON MKTPL*N35449M22	35.43
TRUGREEN LIMITED PAR	51.81
AMAZON MKTPL*N32PZ7OO2	151.80
Schadl Incorporated	883.03
THE SHERWIN-WILLIAMS COMP	86.06
HOYNE LANDSCAPING &	2,100.00
GOVCONNECTION INC	903.15
TIM WILLIS WINDOW CL	210.00
KWIK STOP FOOD MART	80.83
DTN LLC	2,214.58
VAN METER INDUSTRIAL	896.89
AIRGAS USA LLC	2.70
TRAVIS F SMITH	650.00
A-L-L EQUIPMENT	947.50
MAQUOKETA VALLEY ELE	168.76
COMELEC SERVICES INC	120.00
AMAZON MKTPL*N35F68IG2	84.00
MUNICIPAL PIPE TOOL	194.02

Atlas Copco North Am	28,795.00
CINTAS CORP	330.46
STEVES ACE HARDWARE	63.96
GOODYEAR TIRE & RUBB	1,726.16
SAFETY VISION	7,175.25
Acuren Inspection In	245.00
RMH SYSTEMS	575.00
Casey's General Stor	45.76
THREE RIVERS FS INC	282.00
DUBUQUELAND DOOR COM	221.03
<i>CONTRACTUAL SERVICES:</i>	
CALEA	4,796.00
DUBUQUE COUNTY SHERI	13,666.19
RENTPREP	3,164.10
LEADSONLINE LLC	8,781.00
AT&T Mobility Nation	4,996.77
CLERK OF DISTRICT CO	285.00
Assured	1,930,329.86
WELU PRINTING COMPAN	1,013.16
JAMES J GRAVES	165.00
BIDDLE CONSULTING GR	1,315.00
NICHOLAS EDWARDS, MD	3,333.33
FACEBK *QXYRURUQ62	202.24
Honeywell Internatio	14,243.07
NICHOLS CONTROLS & S	12.90
MACQUEEN EQUIPMENT G	690.00
STEVES ACE HARDWARE	11.99
ESO SOLUTIONS INC	6,988.49
Digitech Computer LL	10,348.60
Ambulance Refunds	105.43
IOWA DEPARTMENT OF H	103,986.08
THE FISCHER COMPANIE	160.00
PETDATA	3,994.10
DUBUQUE HUMANE SOCIE	14,584.00
ATT* BILL PAYMENT	210.32
COLONIAL TERRACE ANI	487.00
HERITAGE PRINTING CO	382.26
CRESCENT COMMUNITY H	25,000.00
FIRST DATA CORPORATI	109.90
VERTICAL SCREEN	35.25
COMMAND SECURITY SOL	197.75
MEDIACOM	473.80
UNION HOERMANN PRESS	4,232.45
WOODS END LABORATORIES LL	170.00
TRI-STATE PORTA POTT	1,305.00
COMELEC INTERNET SER	60.00
Donny Does It LLC	828.57

SPRING GREEN LAWN CA	39.85
Trassig Corp	16,422.00
A-1 STORAGE SERVICE	625.00
CENTURY LINK	42.14
CITY OF DUBUQUE - UB	590.70
EXCEPTIONAL	110.00
VERMONT SYSTEMS, INC	35,096.51
WWP*MCCLLOUD SERVICES	229.21
TREASURER STATE OF I	40,137.91
ACCO UNLIMITED CORPO	440.63
TIMOTHY P GOTTSCHALK	225.00
DUBUQUE COMMUNITY SC	8,617.05
DONNA J SCHMITT	600.00
LEISURE SERVICES REF	150.00
SUSAN M STOPPELMOOR	3,151.20
HARRIS MOTOR SPORTS	266.10
Galena on the Fly, I	620.00
WORLDPAY	131.51
COMMUNICATIONS ENGIN	13,537.45
SWANK MOTION PICTURE	125.00
ERYKA D COOK	90.00
NOAH RIEMER PRODUCTI	475.00
KONE INC	2,836.79
ARAMARK UNIFORM SERV	112.79
BYWATER SOLUTIONS LL	8,293.00
BAKER & TAYLOR CO BO	7,725.00
QUEEN B RADIO WISCON	396.00
ERIC F MISKO	72.00
AMAZON RETA* N33AB7HP2	33.28
BERNARD COMMUNICATIO	74.96
COTTINGHAM & BUTLER	60,900.00
GIERKE ROBINSON COMP	63.17
DUBUQUE FIRE EQUIPME	68.40
WALMART	109.93
Telos Corporation	260.75
QC ANALYTICAL SERVIC	3,654.00
AMAZON MKTPL*NL0798L80	39.59
NETWORK COMPUTER SOL	262.50
RACOM CORPORATION	35.00
PRECISE MRM LLC	860.00
IOWA ONE CALL	760.40
TELEGRAPH HERALD	2,079.37
HDR ENGINEERING INC	56,672.23
FEHR-GRAHAM & ASSOCI	2,113.00
STRAND ASSOCIATES IN	13,332.61
ORIGIN DESIGN CO	22,234.15
EAST CENTRAL INTERGO	6,261.75

563 DESIGN PLLC	2,385.00
DUBUQUE COUNTY RECOR	39.00
DUBUQUE COUNTY ABSTR	295.00
Hawkeye Area Communi	70,000.00
HERITAGE MUTUAL INSU	1,603.72
CANDACE EUDALEY-LOEB	2,700.00
JACKSON COUNTY SHERI	53.80
ADOBE SYSTEMS INC	21.19
CATHOLIC CHARITIES O	445.00
Camiros, Ltd	870.00
EXPRESS EMPLOYMENT P	2,075.39
ENGRAVED GIFT COLLEC	15.00
ST LUKES HEALTH - UN	806.00
EMPLOYEE & FAMILY RE	23,337.50
DUBUQUE FOOD PANTRY	900.00
HYVEE #1160	11.98
RAPIDS REPRODUCTION	520.00
MILLWORK HOTEL ASSOC	604.65
THERESE H GOODMAN	3,333.33
VSI*DUBUQUE	84.00
MULTICULTURAL FAMILY	20,000.00
CITY CLERK REFUNDS	609.37
CivicPlus	1,042.56
US BANK	9.00
UNIVERSITY OF DUBUQU	7,320.34
GIESE MANUFACTURING	3,152.71
BERENS-TATE CONSULTI	3,000.00
TRANSFIRST	7,402.49
IOWA COMMUNITIES ASS	90,736.60
AHLERS & COONEY PC	117.00
KIM A HERRIG	515.00
HODGE COMPANY	9,703.56
OPG-3	53,291.17
ConvergeOne Inc	11,401.02
Kimley-Horn and Asso	75,762.98
AMAZON MKTPL*NL1V86830	130.13
Unified Therapy Serv	450.00
ZTM SOBER LIVING LLC	8,300.00
MAV RESTORATIONS LLC	9,200.00
MICS CONSTRUCTION	123,560.00
ACCURATE ANALYTICAL	104.00
A1 TAXI AND DELIVERY	124.00
4imprint Inc	708.52
DIETZ ENTERPRISES LL	2,325.00
MIDWESTONE BANK	2,547.16
HOUSING	1,632.95
LOCATORS LTD	600.00

RADIO DUBUQUE INC	495.00
Catalis Public Works	3,600.00
AECOM TECHNICAL SERV	42,689.21
WHKS AND COMPANY	7,585.66
Restoration & Renov	38,896.64
BEST BEST & KRIEGER	1,125.00
Eocene Environmental	18,274.43
Crawford, Murphy & T	1,116.08
HYGIENIC LABORATORY	794.00
LESLEIN TRUCKING	16,115.40
SELCO INC	894.00
J & R SUPPLY COMPANY	60.00
JAMES ORR COATING IN	16,300.00
OPENAI *CHATGPT SUBSCR	20.00
DITTMER RECYCLING IN	10,263.62
CINTAS CORP	629.63
City of Des Moines	545.01
EUROFINS ENV TESTING	212.60
HAUSERS WATER SYSTEM	141.00
DUBUQUE SOIL & WATER	128,980.54
TRAVIS F SMITH	2,407.50
BLUEFIN PAYMENT SYST	172.32
ORKIN LLC	979.20
SCOTT PRINTING	10,617.50
Routeware, Inc.	37,324.80
SPX CORPORATION	42.60
VERIZON WIRELESS SER	240.24
CITY OF DUBUQUE	1.00
NORTHLAND PRODUCTS C	199.95
ACCESS TECHNOLOGIES	443.21
ENVISION SPORTS DESI	302.82
UB REFUNDS	45.00
STEARNS, CONRAD, SCH	2,776.47
AIRGAS USA LLC	16.74
ROCHESTER ARMORED CA	355.72
Midwest Laboratories	518.68
T & W GRINDING	26,188.40
Clean Earth Environ	17,357.25
INTUIT INCORPORATED	25.00
DUBUQUE RESCUE MISSI	4,779.74
<i>COMMODITIES:</i>	
Culton Companies Inc	1,232.50
UNIVERSITY OF NORTHE	295.00
SECRETARY OF STATE	30.00
UPS*BILLING CENTER	240.80
KIESLER POLICE SUPPL	7,307.72
JEREMY M BOEKELMAN	2,000.00

STEVES ACE HARDWARE	104.73
Skidcar System Inc	18,200.00
AMAZON MKTPL*NL79R5JI1	165.62
GALLS LLC	57.51
IOWA DEPT OF TRANSP	105.48
AMAZON MKTPL*NL51930V1	339.98
COMMUNICATIONS ENGIN	7,776.74
WALMART	944.74
SUPPZ DUBUQUE	77.02
AHS Rescue LLC	1,643.10
MACQUEEN EQUIPMENT G	15,341.08
CLAREY'S SAFETY EQUI	305.63
ED M FELD EQUIPMENT	230.00
CAPITAL SANITARY	1,795.46
AIRGAS USA LLC	32.00
BOUND TREE MEDICAL L	835.19
THEISENSHOMEFARMAUTODBQ	128.78
AMAZON MKTPL*N32JC2ON2	41.56
USPS PO 1826100387	950.62
ENVISION SPORTS DESI	250.16
WELU PRINTING COMPAN	2,735.20
AMAZON MKTPL*NR9CD2ED2	14.15
A M LEONARD INC	98.13
VERMEER SALES & SERV	87,865.00
ULINE INC	97.50
BARBARA A KLEIN	22.50
DUBUQUE HOSE & HYDRA	987.16
SHERWIN WILLIAMS COM	123.60
CINTAS FIRST AID & S	585.63
DUBUQUE SIGN COMPANY	15.00
ADVANCE DESIGNS	907.81
Norma Koetz	60.00
MENARDS LUMBER CO	405.12
ENGRAVED GIFT COLLEC	50.00
AMAZON MKTPL*NL99010D0	144.49
ACCO UNLIMITED CORPO	2,686.80
NORTHEAST IOWA COMMU	1,899.00
MYERS-COX CO	1,789.96
LIME ROCK SPRINGS CO	1,100.67
IOWA BEVERAGE SYSTEM	1,211.65
HYVEE #1160	170.67
PENDLETON TURF SUPPL	871.90
COBRA PUMA GOLF	644.15
US Foods	909.11
SID'S	489.28
HORNUNG'S	261.69
Quill LLC	199.87

CINTAS CORP	451.12
7G DISTRIBUTING LLC	126.60
AMAZON MKTPL*NO7PX34P0	25.99
District 20 Supply C	483.30
KANOPY LLC	747.00
AMAZON MKTPL*NQ7P80TA0	75.22
DEMCO INC	1,814.07
INGRAM LIBRARY SERVI	198.24
AMAZON MKTPL*N37W96DW2	8.14
AMAZON MKTPL*NO57L7YY1	100.74
AMAZON MKTPL*NO9YY5ID1	7.99
B & H FOTO & ELECTRO	348.70
AMAZON MKTPL*WD8KM4X63	200.94
AMAZON MKTPL*DG23A1JR3	23.98
AMAZON MKTPL*K42MV23C3	26.44
The Home City Ice Co	253.80
GOVCONNECTION INC	903.15
AMAZON MKTPL*BC2EO4QD3	189.98
AMAZON MKTPL*NV05Y3N03	10.18
AJGX3	135.00
AMERICAN LEGION POST	2,220.00
STANDARD SIGNS INC	4,587.24
AMAZON MKTPL*Y81IJ18N3	100.96
RIVER CITY PAVING	120,748.40
MID AMERICAN SIGNAL	11,288.00
WENSCO OF MICHIGAN C	468.00
MIDWEST PATCH/HI-VIZ	148.00
SITEONE LANDSCAPE SU	395.86
AMAZON RETA* N78PP2ZT3	37.78
PRECISE MRM LLC	360.00
AMAZON RETA* NL0UB7XT1	57.81
TRANSIT WORKS	64.90
VAN METER INDUSTRIAL	201.69
FEDEX390885769250	115.14
AMAZON MKTPL*NQ5UK2500	6.79
CAPITAL SANITARY	(272.74)
AMAZON MKTPL*NO2AD1681	350.45
NATIONAL FIRE PROTEC	176.51
AMAZON RETA* N34MF5Z00	19.77
FEDEX38162099	40.68
ERIC F MISCO	72.00
AMAZON MARK* NQ5O587G1	16.89
AMAZON.COM*NQ3AY2X12	16.56
CES COMPUTERS INC	29,726.58
AMAZON MKTPL*E317T8OL3	89.89
KWIK STAR #1184	32.45
NETWORK COMPUTER SOL	332.51

RACOM CORPORATION	441.16
ABRA AUTO BODY & GLA	808.56
AMAZON.COM LLC	50.38
JOHNSON PLASTICS PLU	480.00
Pitney Bowes Bank In	18,184.86
REV.COM	4.18
CRESCENT ELECTRIC	500.00
LifeMed Safety, Inc.	11,500.00
GRAYMONT WESTERN LIM	5,180.00
ALTORFER INC	10,950.00
FEDEX	20.18
INTEGRA FACILITY SER	165.00
J&R RENTAL LLC	234.98
Winwater of Eldridge	6,275.47
J & R SUPPLY COMPANY	69,565.00
JAMES ORR COATING IN	4,800.00
RIVER CITY STONE	142.63
US Peroxide LLC	12,647.70
AMAZON MKTPL*CL1216943	35.35
KENNETH J MEYER	507.50
ENVIRONMENTAL RESOUR	843.38
BARD MATERIALS CENTR	359.80
SAFETY VISION	4,320.00
1ST AYD CORP	203.06
RICHARD R HOFFMANN	428.00
IE TAB EXTENSION	19.00
DREW COOK REPAIR & F	775.58
DELL MARKETING LP	2,861.00
KRAEMERS WATER STORE	25.15
MI-T-M EQUIP SALES & SERV	58.99
BEST BUY 00008789	39.98
GENUINE PARTS COMPAN	11.80
<i>CAPITAL OUTLAY:</i>	
RACOM CORPORATION	7,645.85
AMAZON MKTPL*NR8KH6C70	191.89
Alden-Gaul Inc.	24,895.97
PIGOTT INC.	1,463.23
WHKS AND COMPANY	2,729.91
QUAD OPTICAL SERVICE	11,563.40
STEVES ACE HARDWARE	263.95
DUBUQUE HOSE & HYDRA	3.85
PORTZEN CONSTRUCTION	1,099,364.71
David Arbogast	6,941.37
WALMART	138.00
AMAZON MKTPL*NL5C95NG0	58.99
TOP GRADE EXCAVATING	5,723.79
WESTPHAL & COMPANY,	2,312.00

STRAND ASSOCIATES IN	2,945.66
DUBUQUE COUNTY HISTO	59,505.95
ORIGIN DESIGN CO	3,863.13
KEN SAIKI DESIGN INC	9,064.00
Tucktara LLC	72,500.00
AFFORDABLE HOUSING N	92,500.00
ACCURATE ANALYTICAL	104.00
MENARDS LUMBER CO	19.98
Parsons Transportati	5,276.00
A & G ELECTRIC COMPA	528.66
GIESE SHEET METAL CO	45,647.50
GAZAWAY & ASSOCIATES	3,273.80
TRICON CONSTRUCTION	249,859.67
FITZGERALD FREELANCE	5,265.00
MCDERMOTT EXCAVATING	3,250.00
ALL SEASONS HEATING	11,330.00
BECWAR	7,282.75
AMAZON.COM LLC	38.37
CONLON CONSTRUCTION	538,649.36
BLACK HILLS/IOWA GAS	9.74
Boomerang Corp	394,874.44
J & R SUPPLY COMPANY	15,970.00
RIVER CITY PAVING	3,790.14
FERGUSON WATER WORKS	8,272.00
A&B CONSTRUCTION LTD	6,900.00
Veolia Water Technol	6,611.29
KANE, NORBY AND REDD	196.00
TSCHIGGFRIE EXCAVATI	4,857.92
VISU-SEWER INC	10,875.00
LIBERTY TIRE RECYCLI	15,619.98
<i>DEBT SERVICE:</i>	
UMB BANK	500.00
GRAND TOTAL	\$ 7,005,918.47

CITY OF DUBUQUE

PERIOD ENDING JULY 31,2025

FINALIZED EXPENDITURES BY FUND

General	3,297,905.98
Special Revenue	412,977.00
Capital Projects	1,781,003.81
Water	192,224.65
Sanitary Sewer	141,547.50
Stormwater	755,655.22
Parking	23,190.49
Refuse	49,867.22
Transit	20,263.99
Internal Service	11,424.48

DMASWA	319,858.13
GRAND TOTAL	\$ 7,005,918.47

***Please note that the financial information presented is finalized. All expenditures have been reconciled and posted.**

CITY OF DUBUQUE
PERIOD ENDING AUGUST 31,2025
INTERIM EXPENDITURES BY FUND

General	1,906,059.87
Special Revenue	664,555.23
Capital Projects	2,015,837.22
Water	525,682.50
Sanitary Sewer	285,805.60
Stormwater	27,551.29
Parking	80,001.31
Refuse	45,921.79
Transit	38,987.22
Internal Service	4,022.52
DMASWA	272,744.90
GRAND TOTAL	\$ 5,867,169.45

***Please note that the financial information presented is preliminary. Expenditures are not included until transactions have been reconciled and posted. Final figures will be shared once all data has been validated.**

CITY OF DUBUQUE
PERIOD ENDING AUGUST 31, 2025
INTERIM REVENUES BY TYPE

<u>Revenue Type</u>	<u>Amount</u>
Charge for services	9,042,228.15
Grants/Contributions	2,275,716.75
Property Taxes	190,986.52
TIF	57,101.02
LOST	928,923.91
Hotel/Motel Tax	386,028.93
Utility Franchise Fees	419,618.33
Gaming	54,004.46
Investment Earnings	508,094.04
Gain on Disposal	22,500.00
Miscellaneous	4,416,177.49
Total	<u>\$ 18,301,379.60</u>

CITY OF DUBUQUE
PERIOD ENDING AUGUST 31, 2025
INTERIM REVENUES BY FUND

<u>Fund</u>	<u>Amount</u>
General Fund	4,385,592.90
Special Revenue	1,640,156.50
Debt Service	1,690.54
Capital Projects	569,396.59
Water	2,722,416.78
Sanitary	6,318,839.17
Stormwater	546,224.22
Parking	228,847.39
Refuse	471,075.75
Transit	319,564.61
Internal Service	44,764.87
DMASWA	1,052,810.28
Total	<u>\$ 18,301,379.60</u>

***Please note that the financial information presented is preliminary.**
Revenues are not included until transactions have been reconciled and posted. Final figures will be shared once all data has been validated.

CITY OF DUBUQUE
PERIOD ENDING SEPTEMBER 30,2025
INTERIM EXPENDITURES BY FUND

General	1,432,250.27
Special Revenue	86,552.93
Capital Projects	1,412,350.52
Water	106,035.73
Sanitary Sewer	692,444.60
Stormwater	273,795.74
Parking	28,170.35
Refuse	3,864.49
Transit	16,781.91
Internal Service	6,907.58
DMA SWA	1,277,418.05
GRAND TOTAL	\$ 5,336,572.17

***Please note that the financial information presented is preliminary. Expenditures are not included until transactions have been reconciled and posted. Final figures will be shared once all data has been validated.**

CITY OF DUBUQUE
PERIOD ENDING SEPTEMBER 30, 2025
INTERIM REVENUES BY TYPE

<u>Revenue Type</u>	<u>Amount</u>
Charge for services	6,260,933.31
Grants/Contributions	3,368,249.33
Utility Franchise Fees	629,064.30
Gaming	48,152.97
Investment Earnings	109,327.25
Gain on Disposal	28,446.01
Miscellaneous	1,073.03
Total	<u>\$ 10,445,246.20</u>

CITY OF DUBUQUE
PERIOD ENDING SEPTEMBER 30, 2025
INTERIM REVENUES BY FUND

<u>Fund</u>	<u>Amount</u>
General Fund	4,552,574.85
Special Revenue	1,927,173.90
Capital Projects	2,095.60
Water	1,011,777.81
Sanitary	1,133,433.89
Stormwater	426,083.76
Parking	138,835.75
Refuse	354,084.67
Transit	154,399.66
Internal Service	91,004.17
DMASWA	653,782.14
Total	<u>\$ 10,445,246.20</u>

***Please note that the financial information presented is preliminary. Revenues are not included until transactions have been reconciled and posted. Final figures will be shared once all data has been validated.**

CITY OF DUBUQUE
PERIOD ENDING OCTOBER 31, 2025
INTERIM REVENUES BY TYPE

<u>Revenue Type</u>	<u>Amount</u>
Charges for services	29,683.29
Total	\$ 29,683.29

CITY OF DUBUQUE
PERIOD ENDING OCTOBER 31, 2025
INTERIM REVENUES BY FUND

<u>Fund</u>	<u>Amount</u>
General Fund	-195.00
Water	13,631.63
Sanitary	8,430.13
Stormwater	3,329.50
Refuse	4,458.78
Transit	28.25
Total	\$ 29,683.29

***Please note that the financial information presented is preliminary. Revenues are not included until transactions have been reconciled and posted. Final figures will be shared once all data has been validated.**

COUNCIL APPROVAL

PAYDATE 10-08-2025

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
AARON DOUGLAS	\$ 1,000.00	TREE REMOVAL
AARON DOUGLAS	1,000.00	TREE REMOVAL
AARON DOUGLAS	1,200.00	TREE REMOVAL
ADDOCO INC	1,120.00	MULCH FOR GREENHOUSE AREAS
ADDOCO INC	1,200.00	MULCH FOR GREENHOUSE AREAS
ADDOCO INC	1,360.00	MULCH FOR GREENHOUSE AREAS
ADDOCO INC	2,240.00	MULCH FOR GREENHOUSE AREAS
ADVANCE DESIGNS	268.20	Street- Hi Vis Lime Birdseye Pocket Safety
Advanced Precast Company, Inc.	603.52	Street- C-4 street curb
Advanced Precast Company, Inc.	3,017.60	CONCRETE FOR EMERGENCY WATER MAIN BREAK
Advanced Turf Solutions, Inc.	(25.00)	TURF CHEMICALS
Advanced Turf Solutions, Inc.	(1,298.05)	TURF CHEMICALS
Advanced Turf Solutions, Inc.	772.80	TURF CHEMICALS
Advanced Turf Solutions, Inc.	1,326.00	TURF CHEMICALS
Advanced Turf Solutions, Inc.	849.28	TURF CHEMICALS
AHLERS & COONEY PC	387.50	Urban Renewal General
AHMANN'S LAWN CARE INC	260.00	LAWN CARE AT MCCOY LOT
AHMANN'S LAWN CARE INC	599.80	Irrigation Supplies for Port of Dubuque
AIRGAS USA LLC	2.79	MONTHLY TANK RENTALS FOR WATER TRT.PROCESS
AIRGAS USA LLC	5.58	MONTHLY TANK RENTALS FOR WATER TRT.PROCESS
AIRGAS USA LLC	2,691.96	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,104.94	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,291.40	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,327.32	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,283.80	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	6.38	Medical Oxygen for Ambulances
AIRGAS USA LLC	2,891.30	FY2026 BLANKET PO - CO2 FOR WATER TREATMENT PROCES
AIRGAS USA LLC	2,774.14	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	2,563.51	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,439.87	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	2,599.90	Tank & Vaporizer Rental - FY26
Alison Levasseur	750.00	E Grandview & University
ALL SEASONS HEATING & COOLING	415.00	ST3-Maintenace on A/C
ALL SEASONS HEATING & COOLING	29,405.00	Mini-Split Equipment Installation
ALL STAR ENVIRONMENTAL LLC	1,805.00	HDQ-Removal & Disposal of Mudd Joint Fittings
ALL STAR ENVIRONMENTAL LLC	105.00	HDQ-Pulling & Analyzing Samples at Headquarters
ALLIANT ENERGY	717.75	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	1,578.22	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	6,336.35	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	94.50	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	184.13	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	1,948.32	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	74.84	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	541.51	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	12,126.30	Electrical Service for Building
ALLIANT ENERGY	89.05	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	5,419.62	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	362.11	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	461.55	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	2,097.26	FY26-UTILITY EXPENSE - ELECTRICITY FOR 6 STATIONS
ALLIANT ENERGY	666.04	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	2,863.47	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	10,260.33	FY26 Electric Traffic & Street Lights
ALTORFER INC	25.00	UNIT #3292 Freight charge for invoice PC100755331
ALTORFER INC	501.06	UNIT #3292 - Relay
ALTORFER INC	250.53	UNIT #3292 - Relay (1 of 2 orders)
ALTORFER INC	98.00	UNIT #3292 - Freight Charge

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
ALTORFER INC	287.53	UNIT #3292 - Relay
ALTORFER INC	31.96	UNIT #3292 - Relay (1 of 2 orders)
ALTORFER INC	120.88	UNIT #3292 - Relay (1 of 2 orders)
AMAZON.COM LLC	313.59	Supplies for programs, patrons, and maintenance
AMERICA LEARNS LLC	9,026.00	AMERICA LEARNS SUBSCRIPTION
ANDREW P SPRENGELMEYER	887.26	Travel Reimbursement
APERTURE EDUCATION	2,000.00	DESSA SYSTEM
Aquatic Informatics Inc.	4,068.00	TOKAY WEB TEST FLAT FEE
Ascendance Trucks LLC	850.39	UNIT# 3404 Replace Transmission Filter & Fluid
Ascendance Trucks LLC	158.94	Stock Rubbish
Ascendance Trucks LLC	369.99	UNIT #4911 Starter Motor 354N/8200433
Ascendance Trucks LLC	745.70	UNIT #3405 Replacement Kit, Full Breather
Ascendance Trucks LLC	5,248.65	UNIT #1910 Parts: EGR Valve Kit and Cooler
Ascendance Trucks LLC	69.47	Stock Rubbish
Ascendance Trucks LLC	509.60	Stock- Injector, Doser
Ascendance Trucks LLC	94.20	Stock- Gasket
AT&T Mobility National Accounts, LLC	2,957.15	Cellular Service for Department
AT&T Mobility National Accounts, LLC	1,575.63	FY2026 BLANKET PO - MONTHLY PHONE & IPAD COSTS
AV FUEL	21,603.11	Blanket Purchase Order - Aviation Fuel
AV FUEL	21,115.15	Blanket Purchase Order - Aviation Fuel
B L MURRAY COMPANY INC	100.30	Reinforced Wipers
Bauer Built Inc	198.00	Bus Tire Repairs Gillig #2500
Bauer Built Inc	198.00	Bus Tire Repairs Gillig #2680
BENJAMIN R HUNT	75.00	SOFTBALL UMPIRE
BIG A AUTO PARTS & SERVICE	107.95	UNIT# 3901 Front End Alignment (Outsourced)
BILL MILLER LOGGING INC	255.00	MULCH FOR EPP
BILL MILLER LOGGING INC	255.00	MULCH
BILL MILLER LOGGING INC	870.00	MULCH
BILL MILLER LOGGING INC	255.00	MULCH
BILL MILLER LOGGING INC	435.00	MULCH
BILL MILLER LOGGING INC	792.00	MULCH
BILL MILLER LOGGING INC	810.00	MULCH
BLACK HILLS/IOWA GAS UTILITY CO	45.56	NATURAL GAS FOR FY26
BLACK HILLS/IOWA GAS UTILITY CO	48.59	DMASWA 08/22/25-09/23/25
BLACK HILLS/IOWA GAS UTILITY CO	46.79	NATURAL GAS FOR FY26
BLACK HILLS/IOWA GAS UTILITY CO	43.09	FY2026 BLANKET PO - GAS COSTS
BLACK HILLS/IOWA GAS UTILITY CO	43.09	NATURAL GAS FOR FY26
BLACK HILLS/IOWA GAS UTILITY CO	54.20	NATURAL GAS FOR FY26
BLACK HILLS/IOWA GAS UTILITY CO	43.09	NATURAL GAS FOR FY26
BLACK HILLS/IOWA GAS UTILITY CO	43.09	NATURAL GAS FOR FY26
BLACKSTONE AUDIO BOOKS	84.18	CD Audio Books for Library Collection
Brad Shannon	614.00	Per Diem 2025 NTOA Conference
Bradley M Cavanagh	371.60	9/17 BC_TR_ILC Annual Conf_Des Moines
Brittney Hayes	64.19	MILEAGE REIMBURSEMENT
BURKEN UNDERGROUND LLC	1,909.65	Fiber Builds - Ancillary Services
BURKEN UNDERGROUND LLC	13,365.60	Fiber Builds - Ancillary Services
BURNS & MCDONNELL ENGINEERING CO	3,500.00	IFE for PMP Update
BURNS & MCDONNELL ENGINEERING CO	3,500.00	IFE for AIP 84
Camiros, Ltd	6,785.69	Camiros - UDC Update August 2025
CASCADE PIONEER-ADVERTISER	65.00	Annual subscription to Cascade Pioneer
CDB UTILITY CONTRACTORS	30,124.80	PARK HILL FIBER OPTIC PATH - SCADA
CDB UTILITY CONTRACTORS	6,250.00	PARK HILL FIBER OPTIC PATH - SCADA
CENTER POINT INC	25.77	Large print books for circulating collection
CHLOE Ehlers	750.00	15th & Main Streets
CHRISTOPHER J LESTER	61.25	SEPTEMBER 2025 MILEAGE FOR CHRIS LESTER
CINTAS CORP	124.79	Cintas Ramp Rugs FY26
CINTAS CORP	203.92	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	197.34	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	272.29	Various Maintenance - FY26
CINTAS CORP	137.93	Cintas Ramp Rugs FY26

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
CINTAS CORP	203.92	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	60.00	Cleaning Supplies / Mats - Intermodal - FY26
CINTAS CORP	215.85	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	284.89	Mats, Cloths, shop towels JOTC FY26
CINTAS CORP	689.45	Rugs/Towels for the WRRC-FY26
CINTAS CORP	35.00	Various Maintenance - FY26
CINTAS CORP	203.92	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	202.15	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	168.74	Cintas Ramp Rugs FY26
CINTAS CORP	272.29	Various Maintenance - FY26
CINTAS CORP	124.79	Cintas Ramp Rugs FY26
CINTAS CORP	35.00	JANITORIAL SUPPLIES- BHGC
CINTAS CORP	203.92	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	60.00	Cleaning Supplies / Mats - Intermodal - FY26
CINTAS CORP	220.66	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	179.80	Mats, Cloths, shop towels JOTC FY26
CINTAS CORP	692.84	Rugs/Towels for the WRRC-FY26
CINTAS FIRST AID & SAFETY	17.74	Replenish Safety Supplies Garage
CINTAS FIRST AID & SAFETY	130.50	First Aid Supplies-WRRC - FY26
CINTAS FIRST AID & SAFETY	326.03	FY2026 First Aid Supplies
CINTAS FIRST AID & SAFETY	153.56	FY2026 BLANKET PO - FIRST AID SUPPLIES
CINTAS FIRST AID & SAFETY	126.65	FIRST AIDE CABINET RESTOCKED
City of Dubuque	3,285.30	rental and catering services=AOTR
CITY OF DUBUQUE - UB	756.49	COMMUNITY IMPACT SERVICE PROGRAM FR 8/9/25-8/31/25
CITY OF DUBUQUE IOWA/FIVE FLAGS	12,595.00	JUNE 2025 SUBSIDY-FINAL
CivicPlus LLC	3,521.27	Subsite Annual Fee for Hosting and Support
CL SMITHCO	3,895.52	LF-Liner, Poly Drum, and Pallets 09/10/25
CLOCKWORK PARTNERS LLC	67.49	VIEWING TOWERS -EPP
Coast to Coast Personal Transportation	524.00	Blanket Purchase Order - Lost Baggage Return
COBRA PUMA GOLF	595.15	PRO SHOP ITEMS
COMMAND SECURITY SOLUTIONS	30.89	ALARM MONITORING FY26
COMMAND SECURITY SOLUTIONS	27.81	ALARM MONITORING FY26
COMMAND SECURITY SOLUTIONS	27.81	ALARM MONITORING FY26
COMMAND SECURITY SOLUTIONS	30.89	ALARM MONITORING FY26
COMMAND SECURITY SOLUTIONS	27.81	ALARM MONITORING FY26
COMMAND SECURITY SOLUTIONS	27.81	ALARM MONITORING FY26
COMMAND SECURITY SOLUTIONS	709.50	LF- Annual Fire Inspection 09/15/25
COMMUNICATIONS ENGINEERING CO	557.60	10 G Transceivers for Parking Ramp Project
CONSTELLATION NEW ENERGY GAS DIV	72.13	Natural Gas City Hall
CONTINENTAL FIRE SPRINKLER CO	475.00	Annual (Aug) Inspection- Fire Protection MSC 2025
Cooper Kay	1,125.90	Tuition Reimbursement for Term 6
CRAWFORD HEATING AND COOLING CO INC	808.70	City of Dubuque RPZ/Backflow Testing 07/28/25
CRAWFORD HEATING AND COOLING CO INC	119.39	Service Call Job #42481994
CURT'S SIGNATURE SIGN	125.00	BANNNER ORDER
DAN ARENSDORF CONSTRUCTION	2,370.00	Pulverized Soil to MSC 08/26, 09/10, and 09/11/202
DEANDRE AUSTIN	1,895.81	FSS ESCROW PAYOUT
DELL MARKETING LP	13,200.00	FY26 Computer Replacement- Shop
DEMCO INC	665.76	Processing supplies for library materials
DEMMER OIL COMPANY	21,637.65	7227 gallons of Diesel
DEMMER OIL COMPANY	11,154.77	UNLEADED AND DIESEL FUEL- POD MARINA
DEMMER OIL COMPANY	2,700.97	1008.2 gallons of Gasohol
Dinges Partners Group	1,626.31	Cleaning & repair of turnout gear
Dinges Partners Group	1,464.00	Cleaning & repair of turnout gear
Dinges Partners Group	90,200.00	Turnout Gear for Fire Personnel
DITTMER RECYCLING INC	1,197.53	Comingled Recycling 08/31/25
DREW COOK REPAIR & FLUID POWER	982.40	UNIT 33410 Repair Hydraulic Cylinder - Outsourced
DUBUQUE AREA CHAMBER OF COMMERCE	50.00	State of the City 2025 - Dalsing and Messerich
DUBUQUE AREA CHAMBER OF COMMERCE	1,570.00	Leadership Dubuque-J Link
DUBUQUE AREA CHAMBER OF COMMERCE	25.00	State of the City 2025
DUBUQUE COMMUNITY SCHOOL DIST	5,867.05	Franchise Fee FY26

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
DUBUQUE COUNTY ABSTRACT & TITLE	425.00	33258/Blum Abstract Invoice 8/27/25
DUBUQUE COUNTY FINE ARTS SOCIETY	200.00	GARE_bs_ARTS/8.14.25 Creative's Café event
DUBUQUE COUNTY FINE ARTS SOCIETY	2,500.00	DBQ Fest Grant to DCFAS/Bluff
DUBUQUE COUNTY RECORDER	27.00	2025-00008421/27.00/8901/Theisen's
DUBUQUE COUNTY RECORDER	413.20	ACE CONSTRUCTION CONDEMNATION RECORD FEE
DUBUQUE HOSE & HYDRAULICS	10.26	Shop use
DUBUQUE HOSE & HYDRAULICS	26.50	Shop use
DUBUQUE HOSE & HYDRAULICS	56.40	LF- L61215 4-1/2" CC- Grinding blades
DUBUQUE HOSE & HYDRAULICS	177.38	Shop Supplies
DUBUQUE HOSE & HYDRAULICS	127.53	Unit # 4002 - Tubing & Push Connector
DUBUQUE HOSE & HYDRAULICS	2.16	Unit # 3413 - Bolt HHCS SS 1/4-20X4 1/2
DUBUQUE HOSE & HYDRAULICS	78.30	Shop Supplies
DUBUQUE HOSE & HYDRAULICS	110.49	UNIT# 4002 - Grease Hose End
DUBUQUE HOSE & HYDRAULICS	10.00	Shop use- Tool Repair
DUBUQUE HOSE & HYDRAULICS	29.57	Unit # 2682- Parts: Mini Ball Valve
DUBUQUE HOSE & HYDRAULICS	38.12	Unit # 2682- Parts: Hoses and Clamps
DUBUQUE HOSE & HYDRAULICS	50.43	Unit # 3105- Power Wash Hose, Female JIC, Hose
DUBUQUE HOSE & HYDRAULICS	51.60	Air Tool Oil Gal
DUBUQUE RACING ASSOCIATION LTD	19.80	September DRA luncheons
DUBUQUE RACING ASSOCIATION LTD	1,103.20	Hotel for Goal Setting Consultant_Sumek
DUBUQUE RACING ASSOCIATION LTD	2,522.40	Goal Setting Rooms at Q Casino
DUBUQUE RESCUE MISSION	2,500.00	SD Grant-Garden Greenhouse Level Up-Dubuque Rescue
DUBUQUE SIGN COMPANY	20.00	DECALS FOR MECHANIC SHOP
DUBUQUE VISITING NURSE ASSOCIATION	2,535.12	May 2025 VNA Billing
DUBUQUE VISITING NURSE ASSOCIATION	1,399.35	May 2025 VNA Billing
Ed Stivers Ford Inc	51,575.00	Ford F250 2026
ELLIOTT EQUIPMENT COMPANY	1,505.90	UNIT# 4002 - Pullies
ELLIOTT EQUIPMENT COMPANY	266.63	UNIT# 4002 - Standpipe, straight connector & shell
ELLIOTT EQUIPMENT COMPANY	48.51	UNIT# 4002 - Grease Decal
ELM USA INC	12,209.85	ECO Master Disk Cleaner
ELM USA INC	1,980.00	ECO Master Disk Cleaner
ENERGETICS	500.00	Disassembling The Centrifuge Hoist
ENERGETICS	302.94	JOTC - Air Compressor inspection
Evora Energy LLC	105,825.23	Fuel Island Demo & Construction
Evora Energy LLC	291,096.39	Fuel Island Demo & Construction
EXPERIENCED ROOFING	210.00	Roof work @ 2401 Central Ave 09/02/25
EXPRESS EMPLOYMENT PROFESSIONALS	883.84	Dispatcher Temp Services
EXPRESS EMPLOYMENT PROFESSIONALS	1,020.05	Dispatcher Temp Services
EXPRESS EMPLOYMENT PROFESSIONALS	995.72	C063 - Administrative Assistant 09/07/25
EXPRESS EMPLOYMENT PROFESSIONALS	745.65	Dispatcher Temp Services
EXPRESS EMPLOYMENT PROFESSIONALS	280.00	Charge for Custodian - Phyllis Arensdorf
EXPRESS EMPLOYMENT PROFESSIONALS	895.11	Dispatcher Temp Services
EXPRESS EMPLOYMENT PROFESSIONALS	315.00	Charge for Custodian - Phyllis Arensdorf
EXPRESS EMPLOYMENT PROFESSIONALS	315.00	Charge for Custodian - Phyllis Arensdorf
EXPRESS EMPLOYMENT PROFESSIONALS	315.00	Charge for Custodian - Phyllis Arensdorf
FERGUSON WATER WORKS SUPPLY #2516	73.84	PARTS FOR TAPPING MACHINE 3/4" & 1"
FERGUSON WATER WORKS SUPPLY #2516	21,316.00	REGISTERS & METERS FOR STOCK
FERGUSON WATER WORKS SUPPLY #2516	19,158.30	REGISTERS & METERS FOR STOCK
FERGUSON WATER WORKS SUPPLY #2516	2,873.46	PARTS FOR METER STOCK
FINLEY HOSPITAL	170.42	Franchise Fee FY26
FINLEY HOSPITAL	8,823.59	Franchise Fee FY26
FOTH INFRASTRUCTURE & ENVIRO LLC	6,171.60	Runway Markings Improvement - 2024
FOTH INFRASTRUCTURE & ENVIRO LLC	2,079.00	Runway Markings Improvement - 2024
FOTH INFRASTRUCTURE & ENVIRO LLC	4,608.40	Airfield Pavement Management Program Updates - 202
FOTH INFRASTRUCTURE & ENVIRO LLC	2,974.46	Runway Markings Improvement - 2024
FOTH INFRASTRUCTURE & ENVIRO LLC	5,324.90	Runway Markings Improvement - 2024
FOTH INFRASTRUCTURE & ENVIRO LLC	47,236.10	Airfield Pavement Management Program Updates - 202
Full Bohr Concrete	5,330.74	CURB & RAMP FOR EMERGENCY HYDRANT REPLACEMENT
G & R TREE SERVICE INC	2,250.00	TREE REMOVAL
G & R TREE SERVICE INC	1,300.00	TREE REMOVAL

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
G & R TREE SERVICE INC	1,775.00	TREE REMOVAL
GAZAWAY & ASSOCIATES	1,215.00	STONE FOR COMPACTION-WELU PARK
GE Software Inc	1,920.00	EKOS Fuel Site Module 07/01/24-06/30/25
GEISLER BROTHERS COMPANY	5,568.00	Bld #20 HVAC Replacement
GEISLER BROTHERS COMPANY	47,244.00	Bld #80 HVAC Improvements - Phase 3 & 4
GENE C ROKUSEK	791.60	Squad Car 110008- DW3008
GENUINE PARTS COMPANY INC	497.79	Stock Filters
GENUINE PARTS COMPANY INC	73.01	Stock Filters
GENUINE PARTS COMPANY INC	80.93	STOCK - Filters
GENUINE PARTS COMPANY INC	215.06	STOCK - Filters
GENUINE PARTS COMPANY INC	22.76	STOCK - Filters
GENUINE PARTS COMPANY INC	119.41	STOCK - Filters
GENUINE PARTS COMPANY INC	46.68	Shop use
GENUINE PARTS COMPANY INC	58.94	Unit 3453- Filters
GENUINE PARTS COMPANY INC	58.94	Unit 3456- Filters
GENUINE PARTS COMPANY INC	65.34	Stock Filters
GENUINE PARTS COMPANY INC	195.23	Stock Filters
GENUINE PARTS COMPANY INC	28.62	LF- Windshield Washer Fluid bulk 09/18/25
GENUINE PARTS COMPANY INC	135.26	Stock Filters
GENUINE PARTS COMPANY INC	227.99	STOCK - Shop Use Interiorcarcreeper
GENUINE PARTS COMPANY INC	174.22	Stock Filters- Coolant, Fuel, Air Filter
GENUINE PARTS COMPANY INC	30.24	Unit #4003 Air Filter
GENUINE PARTS COMPANY INC	210.69	Stock Filters
GENUINE PARTS COMPANY INC	111.92	Stock Fluids Syn Gear Oil
GIESE SHEET METAL CO INC	97,054.89	Fire HQ HVAC Replacement Project
GIESE SHEET METAL CO INC	1,350.00	MSC-AC not working 09/17/25
GILLIG LLC	528.92	STOCK - Spring, Air 08/29
GILLIG LLC	175.10	STOCK - Bus Lamp ASM Side turn/ Marker 09/18
GILLIG LLC	17.28	Stock
GILLIG LLC	817.72	Stock
GOODYEAR TIRE & RUBBER	621.90	Goodyear Tires Damaged Tires
GOODYEAR TIRE & RUBBER	3,184.76	Goodyear Tires Damaged Tires
GOODYEAR TIRE & RUBBER	2,646.56	Goodyear Tires July 25
GRAINGER INC	318.31	Unit 4442- Cylindar Dust Filter
GRAINGER INC	93.36	Leather Gloves- Beige (sani sewer)
GRAINGER INC	25.92	SAFETY GLASSES stores
GRAINGER INC	205.92	Coated Gloves (Refuse)
GRAINGER INC	486.22	Safety Glasses and Ear Plugs (st and garage)
GRAINGER INC	27.84	Safety Gloves- Beige
GRAINGER INC	374.78	SHOP USE - Fire Hose
GRAINGER INC	119.81	Ear Plugs (st)
GRAINGER INC	17.24	Ear Muffs (over the head)
GRANT IOWA LAFAYETTE SHOP NEWS	162.00	Grant, Iowa, Lafayette Shopping News
GRAYMONT WESTERN LIME INC	5,526.84	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,575.60	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,374.20	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,518.36	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,386.92	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,501.40	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,444.16	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GREAT LAKES CHAPTER-AAAE	35.00	2026 Membership Renewal
GRP & ASSOCIATES INC	33.00	No Waste DMSWA 09/23/25
HACH CHEMICAL COMPANY	752.61	LABORATORY SUPPLIES FOR WATER TREATMENT PLANT
HERBST UPHOLSTERY	150.00	Mini Bus Seat Repair
HODGE COMPANY	9,703.56	Aug Data Center Rent and Expenses
HODGE COMPANY	9,703.56	Sept Data Center Rent and Expenses
HODGE COMPANY	9,703.56	Oct Data Center Rent and Expenses
HODGE COMPANY	141.75	Shop Supplies- Wheel Assem
HOGLUND BUS CO INC	285.04	STOCK - Mini-Buses - Blower
HOGLUND BUS CO INC	77.60	STOCK - Mini-Buses - Cover Plastic Assym

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
HOGLUND BUS CO INC	152.31	STOCK - Mini-Buses - Cover Plastic Assym
HOGLUND BUS CO INC	105.66	UNIT# 2616 Entry Door Switch
INGRAM LIBRARY SERVICES INC.	2,946.23	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	432.33	Children's books for collection
INGRAM LIBRARY SERVICES INC.	208.23	Teen/Young Adult Materials for Collection
INTEGRATED PROCESS SOLUTIONS INC	700.00	Added Gas Flow Meters for the Boiler
IOWA DEPARTMENT OF PUBLIC SAFETY	3,201.00	FY26 Public Safety System Estimate
IOWA DEPARTMENT OF PUBLIC SAFETY	50.00	Certification Fees
IOWA DEPARTMENT OF PUBLIC SAFETY	50.00	Certification Fees
IOWA DEPARTMENT OF PUBLIC SAFETY	50.00	Certification Fees
IOWA DEPARTMENT OF PUBLIC SAFETY	300.00	Certification Fees
IOWA KENWORTH INC	447.81	STOCK - Engine Parts
J & R SUPPLY COMPANY	7,675.00	PARTS FOR TAPPING & WATER MAIN MAINTENANCE
J & R SUPPLY COMPANY	890.00	Storm Sewer- curb box and uni-directional gate
J & R SUPPLY COMPANY	3,675.00	TAP MATERIALS
J & R SUPPLY COMPANY	330.00	MATERIAL FOR WATER MAIN TAPS
J & R SUPPLY COMPANY	3,345.00	TAPPING SADDLE AND GATE VALVE -LARGE TAPS
J & R SUPPLY COMPANY	1,190.00	PUMPS FOR WATER DISTRIBUTION VEHICLES
J&R RENTAL LLC	116.00	STRAW BLOWER
JAMES J GRAVES	120.00	UNIT# 540003 Vehicle Magnet Decals
JAMES J GRAVES	45.00	UNIT# 430003 Water & Pol Recovery Cntr Lettering
JAMES J GRAVES	45.00	UNIT# 610001 Vehicle Lettering
JAMES J GRAVES	45.00	UNIT# 170001 Health Services- vehicle lettering
JANNA M BEAU	389.90	MILEAGE REIMBURSEMENT
JIM RUNDE UPHOLSTERY INC	225.00	Seat for Fuel Truck
JOHN'S ON-SITE GOLF CAR SERVICE	1,512.00	GOLF CART RENTAL
JOHNSONS NURSERY INC	4,765.00	FALL TREES
Joseph Link	341.80	Iowa League of Cities Conf Per Diem - Joe Link
Joseph Pergande	150.00	SOFTBALL UMPIRE
Joseph Pergande	100.00	SOFTBALL UMPIRE
KANE APPRAISAL & REAL ESTATE INC	3,200.00	LF- Appraisal of 14847 Lost Canyon Rd
Kanopy Inc	834.00	Kanopy Streaming Services for Adult Collection
KENNETH J MEYER	405.00	Shop Use - Gloves
KENNETH J MEYER	745.10	Gloves for Operators & Lab
Key Lime Air Corp	282,811.29	MRG for June 2025 Service
KILBURG EQUIPMENT LLC	796.53	UNIT # 3409- Double Control Valve #2
KRUSER SEPTIC SERVICE INC	1,000.00	Sani Sewer- Emergency- vac truck down
KRUSER SEPTIC SERVICE INC	9,497.50	Vacuumed - Terminal Street Lift Station
KRUSER SEPTIC SERVICE INC	2,325.00	FY26 Lift Station Maintenance
KRUSER SEPTIC SERVICE INC	265.00	FY26 WRRRC As Needed Maintenance
KRUSER SEPTIC SERVICE INC	8,706.25	FY26 WRRRC As Needed Maintenance
LAMAR TEXAS LIMITED PARTNERSHIP	413.00	Digital Advertising
LAMAR TEXAS LIMITED PARTNERSHIP	413.00	Digital Advertising
LANGWORTHY HISTORICAL DISTRICT NEIG	940.42	Langworthy NA Annual Picnic 9/21/25
LIME ROCK SPRINGS CO	21.05	BEVERAGES THROUGH JUNE 2026
LIME ROCK SPRINGS CO	310.74	BEVERAGES THROUGH JUNE 2026
LOGAN CONTRACTORS SUPPLY INC	3,404.91	3/4"x18" Dowel Ec and Ultrabond Street Repair
MACQUEEN EQUIPMENT GROUP	115.50	MSA G1 Right Side Waist Belt For SCBA
MACQUEEN EQUIPMENT GROUP	72.39	UNIT# 540010 Remove & Replace Proximity Sensor
MACQUEEN EQUIPMENT GROUP	358.32	UNIT# 4007 - DIRT SHOE EXT, SPRING, FILTER
MACQUEEN EQUIPMENT GROUP	33.81	UNIT # 4007- Probe coolant
MACQUEEN EQUIPMENT GROUP	732.32	UNIT# 4007 - Dirt shoe runners
MACQUEEN EQUIPMENT GROUP	457.60	Chemguard Direct Attack Foam
MARK P MURPHY	68.00	Murphy M per diem 9/1/6/25-9/18/25 Lacrosse, WI
MARTIN EQUIPMENT OF IL INC	286.25	UNIT# 3457- Parts: shaft
MARTIN EQUIPMENT OF IL INC	62.00	LF- Shop Towel Box
MARTIN EQUIPMENT OF IL INC	468.50	UNIT# 3453- Screw
MARTIN EQUIPMENT OF IL INC	1,138.38	UNIT# 3453- Precleaner and Battery and Core
Matthew Thomas Phelps	677.19	Cleveland Park Fall Block Party 9/18/25
MCGRATH AUTOMOTIVE GROUP INC	631.70	UNIT #2609- Module Kit

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
MCGRATH AUTOMOTIVE GROUP INC	448.07	UNIT #2609- Reservoir Kit
MEDIACOM	236.90	FY26 INTERNET FOR POD MARINA
MEDICAL ASSOCIATES CLINIC PC	1,022.00	Random drug and alcohol tests - August 2025
MEGAN CARBONELLI	750.00	mural Elm Street at Eagle Market
METTA TECHNOLOGIES, INC	800.00	DMASWA- Bull Outrigger Only
MGT Impact Solutions, LLC	5,900.00	Recruitment and Search for Parks & Rec Director
MICHAEL C VAN MILLIGEN	13.14	9/25 MVM business lunch w/ CM Josh Boldt
MICHAEL J SULLIVAN	75.00	SOFTBALL UMPIRE
MIDWEST ALARM SERVICES INC	1,654.80	JOTC Inspections Fire / Sprinkler FY26
MIDWEST ALARM SERVICES INC	1,094.04	Intermodal Alarm monitor and Sprinkler FY26
MIDWEST ALARM SERVICES INC	296.84	Service Call 305017
MIDWEST ALARM SERVICES INC	50.00	JOTC Fire Extinguishers
MIDWEST ALARM SERVICES INC	629.50	JOTC Fire Extinguishers
Midwest Injection	135,150.00	Terminal Street Lift Station Bypass Pumping
MIDWEST PATCH/HI-VIZ SAFETY	2,320.00	Street- Telespar
MIDWEST TAPE LLC	934.89	Adult DVDs, BluRays, CDs for Collection
MIDWEST TAPE LLC	6,292.88	Downloadable materials Hoopla
MIKE FINNIN FORD LLC	119.62	UNIT# 110022 Parts: Gasket and Screen Asy
MIKE FINNIN FORD LLC	397.71	UNIT# 2619 Parts: Rivet-Blind, Regulator, Door par
MIKE FINNIN FORD LLC	117.18	UNIT# 110006 Panel Assembly and Seat Adjuster
MIKE FINNIN FORD LLC	450.92	UNIT# 1858 Parts: Camera Asy EG1Z 19G490A
MIKE FINNIN FORD LLC	294.43	UNIT# 110006 Pretensioner
MIKE FINNIN FORD LLC	431.87	UNIT# 1858 Parts: Gasket, Pipe Exhaust, Nut
MIKE FINNIN FORD LLC	719.92	UNIT# 110018- Rotor Asy- Brake and Brake Lining Ki
MIKE FINNIN FORD LLC	64.48	UNIT# 0906 Parts: FL3oz 17E810 AA: Cover
MIKE FINNIN FORD LLC	203.50	Unit #2203 LX6Z 9D289 Tube Asy
MIKE FINNIN FORD LLC	34,450.00	2025 FORD ESCAPE HYBRID (2) ENV SANITARIAN VEHICLE
MIKE FINNIN FORD LLC	34,420.00	2025 FORD ESCAPE HYBRID (2) ENV SANITARIAN VEHICLE
MILLWORK HOTEL ASSOCIATES LLC	2,358.04	2250 Jackson Relocation Invoice 1
MOLO OIL COMPANY	655.27	City Of Dubuque - Fuel 08/20/25-09/19/25
MOLO PETROLEUM LLC	485.90	Garage- Shop Supplies
MOLO PLUMBING & HEATING	245.93	Water Leak Repairs to 950 Elm Street-Intermodal
MOLO PLUMBING & HEATING	410.36	Water Leak Repairs to 950 Elm Street-Intermodal
MOLO SAND & GRAVEL COMPANY	137.76	1" CLEAN STONE-EPP
MOLO SAND & GRAVEL COMPANY	58.05	SAND FOR VALLEY HIGH PARK
MORRISON BROTHERS CO	102.28	UNIT #4006- 2- 7/16" OD 2-1/4" ID rd. tubing 6 ft
MTI DISTRIBUTING INC	833.00	NEW TOP BOARD & FREQUENCY PROGRAMMED FOR SATELLITE
MTI DISTRIBUTING INC	17.27	NEW TOP BOARD & FREQUENCY PROGRAMMED FOR SATELLITE
MULGREW OIL COMPANY	614.96	UNLEADED & DIESEL FUEL- BHGC
MULGREW OIL COMPANY	404.30	UNLEADED & DIESEL FUEL- BHGC
MULGREW OIL COMPANY	241.14	FUEL REFILLS FOR ALL WTP PLANT GENERATORS
MULGREW OIL COMPANY	3,230.91	FUEL REFILLS FOR ALL WTP PLANT GENERATORS
MULGREW OIL COMPANY	605.66	FUEL REFILLS FOR ALL WTP PLANT GENERATORS
MULGREW OIL COMPANY	134.23	FUEL REFILLS FOR ALL WTP PLANT GENERATORS
MULGREW OIL COMPANY	247.01	FUEL REFILLS FOR ALL WTP PLANT GENERATORS
MULGREW OIL COMPANY	729.90	FUEL REFILLS FOR ALL WTP PLANT GENERATORS
MULGREW OIL COMPANY	301.36	FUEL REFILLS FOR ALL WTP PLANT GENERATORS
MULGREW OIL COMPANY	253.48	FUEL REFILLS FOR ALL WTP PLANT GENERATORS
MULGREW OIL COMPANY	2,482.55	LF-# 2 PRM DYED WNTR DSL ULS15PPM 09/16/25
MULGREW OIL COMPANY	1,943.48	LF-# 2 PRM DYED WNTR DSL ULS15PPM 09/18/25
MULGREW OIL COMPANY	1,931.99	LF-# 2 PRM DYED WNTR DSL ULS15PPM 09/23/25
MUNICIPAL PIPE TOOL CO LLC	593.11	UNIT# 2711 Parts: Kit, RPR, TRK, 12PIN, METAL, PR
MYERS-COX CO	187.42	MISC FOOD ITEMS- MCALEECE CONCESSIONS
NETWORK COMPUTER SOLUTIONS	262.50	Service on August 1 and 5
NORTHERN LIGHTS FOODSERVICE	370.66	MISC FOOD ITEMS- BHGC
NORTHERN LIGHTS FOODSERVICE	241.57	MISC FOOD ITEMS- BHGC
NORTHLAND PRODUCTS CO INC	199.95	Sewer Department - Service DM 30 Week 8
NUTRI JECT SYSTEMS INC	9,100.00	Biosolids Management - Storage
NUTRI JECT SYSTEMS INC	15,634.78	Biosolids Management - WRRRC Hauling
O'REILLY AUTOMOTIVE INC	538.14	Unit # 130004- Battery

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
O'REILLY AUTOMOTIVE INC	12.80	Unit #2614 - Clips
O'REILLY AUTOMOTIVE INC	13.42	Unit #8110 - Mini Lamp
O'REILLY AUTOMOTIVE INC	33.98	Unit #2602 - TRANS FLUSH
O'REILLY AUTOMOTIVE INC	161.82	Stock Wiper Blades
O'REILLY AUTOMOTIVE INC	164.99	Unit # 2903 - Brake Rotors & Break Pads
O'REILLY AUTOMOTIVE INC	39.99	Unit #1911 - Connector
O'REILLY AUTOMOTIVE INC	174.99	Unit #110033 - Brake Rotors & Semi-Met Pad
O'REILLY AUTOMOTIVE INC	82.50	Unit #110033 - PRK BRK SHOE & DRUM HDW KIT
O'REILLY AUTOMOTIVE INC	68.19	Unit #110033 - PINION SEALS & P BRK LVR KT
O'REILLY AUTOMOTIVE INC	345.98	Batteries
O'REILLY AUTOMOTIVE INC	129.99	682085RGS Brake Rotor
O'REILLY AUTOMOTIVE INC	19.74	GL Wiper Fluid
O'REILLY AUTOMOTIVE INC	7.99	Unit # 110043- Motor Flush
O'REILLY AUTOMOTIVE INC	217.48	Unit # 1858- OE Spectrum
ORIGIN DESIGN CO	10,248.25	Fueling Station Improvements
ORIGIN DESIGN CO	30,136.00	PROF SVCS-PRIVATE LEAD LINE REPL. PROG PHASE 1
O'TOOLE OFFICE SUPPLY COMPANY	56.00	SIGNS FOR GATES AT PENN TANK & COLLEGE
O'TOOLE OFFICE SUPPLY COMPANY	97.00	OFFICE NAME PLATES AT BUNKER
OVERDRIVE INC	903.32	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	1,164.44	Downloadable Ebooks and EAudio for Adult Collectio
OVERHEAD DOOR COMPANY	205.00	ST2 & ST4-Overhead Door Maintenance
OVERHEAD DOOR COMPANY	273.50	ST2 & ST4-Overhead Door Maintenance
PARTS AUTHORITY	95,969.26	Fleet Heavy Duty Lift
PASSPORT LABS INC	1,853.50	Passport Parking Meter App FY26
PAULSON ELECTRIC COMPANY	2,726.03	ELECTRICAL REPAIRS
PENDLETON TURF SUPPLY	268.40	ITEMS FOR THE GOLF PRO SHOP
PENDLETON TURF SUPPLY	127.25	ITEMS FOR THE GOLF PRO SHOP
Peterbilt of Wisconsin	475.92	STOCK Brakes- Reman Brake Shoe
Peterbilt of Wisconsin	2,838.26	STOCK Brakes- Cast Brake Shoe Kit
Peterbilt of Wisconsin	739.96	STOCK Brakes
Peterbilt of Wisconsin	999.92	STOCK - Brake Drums
PHELPS THE UNIFORM SPECIALISTS	48.19	Blanket Purchase Order - Weekly Uniform Cleaning
PRECISE MRM LLC	360.00	2025-07 Subscription (ENG)
QUAD OPTICAL SERVICES LLC	39,305.60	Fiber Builds - Ancillary Services
QUAD OPTICAL SERVICES LLC	35,798.92	Fiber Builds - Ancillary Services
QUAD OPTICAL SERVICES LLC	21,617.12	Fiber Builds - Ancillary Services
RACOM CORPORATION	227.50	Maintenance Vehicle Radios and Batteries
RACOM CORPORATION	451.36	AC XG25 Portable radio maintenance agreement + bat
RAM SERVICES LLC	1,115.00	710 Merz Radon Install
RAM SERVICES LLC	1,045.00	2214 Windsor Radon Invoice
RAM SERVICES LLC	440.00	855 Cleveland Radon Work
RAM SERVICES LLC	1,095.00	663 Jefferson Radon Work
RAM SERVICES LLC	1,155.00	324 Chappel Radon Install
RHONDA M HEALEY	204.00	CPR Training on 09/04/25
RILCO, Inc	5,048.75	Stock Fluids
RIVER CITY STONE	175.88	JUL-DEC Various Stone
RIVER CITY STONE	1,079.74	JUL-DEC Various Stone
RIVER CITY STONE	500.35	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	486.95	JUL-DEC Various Stone
RIVER CITY STONE	272.63	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	114.28	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	154.75	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	801.60	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	669.81	JUL-DEC Various Stone
RIVER CITY STONE	163.33	JUL-DEC Various Stone
RIVER CITY STONE	472.13	RIP RAP FOR VETS PARK
RIVER CITY STONE	256.72	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	243.82	STONE FOR EPP
RIVER CITY STONE	764.93	JUL-DEC Various Stone
RIVER CITY STONE	115.41	JUL-DEC Various Stone

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
RIVER CITY STONE	141.05	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	47.53	STONE FOR VETS FLOOD REPAIR
RIVER CITY STONE	295.75	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	165.62	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
ROEDER OUTDOOR POWER EQUIPMENT	1,042.50	UNIT# 4007- AGCAM ANALOG COMERA 3.6MM
RON CLESEN'S ORNAMENTAL PLANTS	10,700.00	Flower Baskets for the Port of Dubuque
RON CLESEN'S ORNAMENTAL PLANTS	6,365.50	FALL MUMS AND PLANTS
ROSENBAUER MINNESOTA LLC	2,273.57	UNIT #1921- Primer Pump ESP
ROWELL CHEMICAL CORP	9,041.18	FY25-26 SODIUM HYPOCHLORITE BLANKET ORDER FOR WATE
SADLER POWER TRAIN INC	1,308.45	UNIT #4940T Dexter Trailer Brake, Hub, and Drum As
SADLER POWER TRAIN INC	378.78	STOCK - Filters
SADLER POWER TRAIN INC	40.48	STOCK - Filters
SADLER POWER TRAIN INC	29.46	UNIT #1902 Amber LED Replacement for Panelite
SADLER POWER TRAIN INC	103.99	UNIT #4002- Alarm Back Up 112dB, 12-36VDC
Save On SP, LLC	2,780.64	Savings on specialty drugs - August 2025
SCHMITZ JANITORIAL SUPPLY	94.00	ST5-Janitorial Supplies
SEDONA STAFFING	609.00	Hours Worked - Admin Support - 07/20/25
SEDONA STAFFING	609.00	Hours Worked - Admin Support - 07/27/25
SEDONA STAFFING	304.50	Hours Worked - Admin Support - 08/03/25
SEDONA STAFFING	609.00	Hours Worked - Admin Support - 08/10/25
SEDONA STAFFING	243.60	Hours Worked - Admin Support - 08/17/25
SEDONA STAFFING	609.00	Hours Worked - Admin Support - 08/24/25
SEDONA STAFFING	548.10	Hours Worked - Admin Support - 08/31/25
SEDONA STAFFING	487.20	Hours Worked - Admin Support - 09/07/25
SEDONA STAFFING	609.00	Hours Worked - Admin Support - 09/14/25
SEDONA STAFFING	609.00	Hours Worked - Admin Support - 09/21/25
SemaConnect LLC	1,920.00	Network Service0 Public 1 year
SERGEANT LABORATORIES INC	15,061.35	One-Year AristotleInsight License 9/15/25 -9/15/26
SHERRILL INC	260.74	FORESTRY SUPPLIES
SPX CORPORATION	631.10	Genfare Mobile Ticketing
ST LUKES HEALTH - UNITYPOINT CLINIC	611.00	Random drug and alcohol tests -July & August 2025
STEEL MART	9.60	#12 Angle
STRAND ASSOCIATES INC	900.00	WTP & Water Dist.Sys SCADA Upgrade
STRAND ASSOCIATES INC	2,701.29	WRRRC Misc Service - FY21-Tsk 20-09-#1154-085
STRAND ASSOCIATES INC	2,007.80	WELL NO. 11 SOURCE WATER-CONSULTANT SVCS
STRAND ASSOCIATES INC	2,594.49	WRRRC Drying Pad & Cost to Treat Analysis
STRAND ASSOCIATES INC	1,105.00	Structure 75 Boiler Room Modifications
SUSTAINABLE STRATEGIES DC	7,500.00	Strategic Funding Services - Grant Writing
SYDNEY A PREGLER	38.36	S Pregler mileage reimbursement
TEAM BUILDING BLOCKS LLC	785.00	Library Staff Development
Tee Jay Central Inc	86.00	HANDICAP ENTRY PUSH BUTTON
THE DUBUQUE ADVERTISER	975.00	Blanket Purchase Order - Marketing
THE FISCHER COMPANIES	160.00	FY26 Parking Althoff, AC, Link, Murphy - Blanket
THE FISCHER COMPANIES	40.00	Parking Spot-Media Services
THE FISCHER COMPANIES	80.00	Parking Rent (10/2025)
THE FISCHER COMPANIES	40.00	FY26 Parking
THE METRIX COMPANY	317.96	Franchise Fee FY26
THEISENS INC	80.00	Transit Uniform shoes
THOMPSON TIRE & RETREAD	1,157.88	UNIT# 3405 Tire Repair & Replacement
THOMPSON TIRE & RETREAD	651.44	UNIT #3407 Replace (2) Tires
THOMPSON TIRE & RETREAD	157.00	UNIT #3266 Replace Non-Repairable Tire - Outsource
THOMPSON TIRE & RETREAD	180.00	UNIT #530003 Front End Alignment (Outsourced)
THOMPSON TIRE & RETREAD	12,546.24	UNIT Minibus Parts
THOMPSON TIRE & RETREAD	15.00	UNIT #4933 Parts: 480-4-8 Tube
THOMPSON TIRE & RETREAD	598.27	UNIT #3405 Replace Tire (Outsourced)
THOMPSON TIRE & RETREAD	847.16	UNIT #3409 Replace (3) Tires Refurbish Wheel
THOMPSON TIRE & RETREAD	98.35	UNIT #110022 Parts
THOMPSON TIRE & RETREAD	341.28	UNIT #4910 Parts
THOMPSON TIRE & RETREAD	581.44	UNIT #3409 Parts
THOMPSON TIRE & RETREAD	100.00	UNIT #3405 Med Trk Flat Repair Loose

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
THOMPSON TIRE & RETREAD	100.00	UNIT #2698 TR416 Value Stems
THREE RIVERS FS INC	35.00	LP TANK RENTAL AT MILLER RIVERVIEW
THREE RIVERS FS INC	43.65	Propane Tank for Fork Truck
Tim Hildreth Company, Inc.	99,407.00	WRRC Boiler Repairs
TIM WILLIS WINDOW CLEANING LLC	210.00	MSC window cleaning 09/08/25
TIMOTHY A LINK	102.00	Link T per diem 9/1/6/25-9/19/25 Lacrosse, WI
TIMOTHY P GOTTSCHALK	125.00	SOFTBALL UMPIRE
TRUCK EQUIPMENT INC	73.44	UNIT# 4008 Bushings- Pivot Suction
TURPIN DODGE OF DUBUQUE LLC	512.25	UNIT #3302
UNIVERSITY OF DUBUQUE	617.83	LF- UD Conference
US Foods	1,353.44	MISC FOOD ITEMS- BHGC
US Foods	955.03	MISC FOOD ITEMS- BHGC
US Peroxide LLC	60.37	Chemical Dosing at the WRRC - FY25-26
US Peroxide LLC	16,200.90	Chemical Dosing at the WRRC - FY25-26
VAN-WALL EQUIPMENT CO	(104.43)	GREENS MOWER PARTS
VAN-WALL EQUIPMENT CO	259.29	GREENS MOWER PARTS
VAN-WALL EQUIPMENT CO	275.00	GREENS MOWER PARTS
VAN-WALL EQUIPMENT CO	300.58	MISC ITEMS FOR MOWER
VAN-WALL EQUIPMENT CO	199.77	MISC ITEMS FOR MOWER
VAN-WALL EQUIPMENT CO	(171.34)	MISC ITEMS FOR MOWER
VAN-WALL EQUIPMENT CO	(38.74)	GREENS MOWER PARTS
VERIZON WIRELESS SERVICES LLC	105.63	Fixed Route Signs Data
VERIZON WIRELESS SERVICES LLC	255.66	Fixed Route Rangers Data
VERIZON WIRELESS SERVICES LLC	240.24	Fixed Route Rangers Data
Vestis Group Inc (f/k/a Aramark)	112.79	Linens, tablecloths, cleaning cloths
WALLY C WERNIMONT	160.00	PerDiem for Wally W. 2025 NTHP Conf
WARTBURG THEOLOGICAL SEMINARY	716.38	Franchise Fee FY26
Wastequip LLC	349.00	2026 Refuse Carts
WATER SOLUTIONS UNLIMITED INC	11,550.11	FY2026 BLANKET PO - PHOSPHATE FOR WATER TREATMENT
WELDON TIRE	21.00	TIRE FOR TRACTOR AND CUSHMAN TRUCKSTER
WELDON TIRE	107.02	TIRE FOR TRACTOR AND CUSHMAN TRUCKSTER
WELU PRINTING COMPANY	320.66	Eagle Valley Park Postcard with Mailing Services
WELU PRINTING COMPANY	281.84	Eagle Valley Park Postcard with Mailing Services
	<u>\$ 2,438,625.93</u>	

EXCEPTIONS TO COUNCIL APPROVAL

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
260300027	9/25/2025	3C PAYMENT USA CORP	\$	124.63 FY26 PARK ACH FEES
260300025	9/17/2025	7G DISTRIBUTING LLC		1,507.20 Alcohol purchase recreation
260300026	9/24/2025	7G DISTRIBUTING LLC		942.30 Alcohol purchase recreation
1016063	10/1/2025	A1 TAXI AND DELIVERY LLC		11.00 412 W Locust Relocation Transportation
519027	10/1/2025	ACCESS TECHNOLOGIES INC		443.21 FY25 Copy and Print Costs for Malfunctions
1016073	10/1/2025	ADVANTAGE SHEET METAL INC		70.00 Steel plates for windows fed bldg
1016073	10/1/2025	ADVANTAGE SHEET METAL INC		475.00 HVAC Services
1016073	10/1/2025	ADVANTAGE SHEET METAL INC		1,316.27 HVAC Services
1016073	10/1/2025	ADVANTAGE SHEET METAL INC		1,573.50 HVAC Services
1016024	10/1/2025	AHLERS & COONEY PC		2,092.00 Bee Branch Pump & Gate
519017	10/1/2025	ALL SEASONS HEATING & COOLING		180.00 Blanket Purchase Order - Building Maintenance
518970	9/24/2025	ALLIANT ENERGY		5,281.39 FY 26 City Hall Electricity
518970	9/24/2025	ALLIANT ENERGY		8,274.78 FY26 350 W 6th Electricity
519018	10/1/2025	ALLIANT ENERGY		697.05 FY26 1805 Central LB Electric
518970	9/24/2025	ALLIANT ENERGY		673.36 FY26 1805 Central LA Electric
518970	9/24/2025	ALLIANT ENERGY		313.05 ELECTRIC BILLS FOR FY26
518970	9/24/2025	ALLIANT ENERGY		1,610.29 FY26 1503 W 3rd Electric
518970	9/24/2025	ALLIANT ENERGY		23.01 Alliant 0539621000 12th Bluff Lot FY26
518970	9/24/2025	ALLIANT ENERGY		1,099.14 0557811000 PORT RAMP FY26
518970	9/24/2025	ALLIANT ENERGY		3,228.69 0557811000 PORT RAMP FY26
518970	9/24/2025	ALLIANT ENERGY		2,236.88 Alliant 1406331000 Intermodal Ramp FY26
518970	9/24/2025	ALLIANT ENERGY		513.23 Alliant 1477501000 5th Bell Lot FY26
519018	10/1/2025	ALLIANT ENERGY		2,093.12 Alliant 1522511000 5th St Ramp FY26
518970	9/24/2025	ALLIANT ENERGY		109.42 Alliant 6477860931 12th Elm Lot FY26
518970	9/24/2025	ALLIANT ENERGY		8,768.39 ALLIANT 4392701000 Ramps/Lots FY26
518970	9/24/2025	ALLIANT ENERGY		83.37 Blanket Purchase Order - Monthly Electric Service
519018	10/1/2025	ALLIANT ENERGY		62.46 FY26 Electric Traffic & Street Lights
519018	10/1/2025	ALLIANT ENERGY		35.44 FY26 Electric Traffic & Street Lights
519019	10/1/2025	ALLIANT ENERGY		20.73 FY26 Electric Traffic & Street Lights
519018	10/1/2025	ALLIANT ENERGY		112.99 FY26 Electric Traffic & Street Lights
519018	10/1/2025	ALLIANT ENERGY		131.84 FY26 Electric Traffic & Street Lights
519018	10/1/2025	ALLIANT ENERGY		30.98 FY26 Electric Traffic & Street Lights
519018	10/1/2025	ALLIANT ENERGY		38.00 FY26 Electric Traffic & Street Lights
519018	10/1/2025	ALLIANT ENERGY		29.14 ELECTRIC BILLS FOR FY26
519018	10/1/2025	ALLIANT ENERGY		104,339.03 FY2026 BLANKET PO - ELECTRICITY COSTS
519018	10/1/2025	ALLIANT ENERGY		17,614.21 WRRC Electrical Expense - FY26
519018	10/1/2025	ALLIANT ENERGY		19,497.36 WRRC Electrical Expense - FY26
519018	10/1/2025	ALLIANT ENERGY		6,526.66 ELECTRIC BILLS FOR FY26
519019	10/1/2025	ALLIANT ENERGY		15.05 Blanket Purchase Order - Monthly Electric Service
519018	10/1/2025	ALLIANT ENERGY		198.50 Blanket Purchase Order - Monthly Electric Service
519018	10/1/2025	ALLIANT ENERGY		75.43 Blanket Purchase Order - Monthly Electric Service
519018	10/1/2025	ALLIANT ENERGY		148.26 Blanket Purchase Order - Monthly Electric Service
519018	10/1/2025	ALLIANT ENERGY		282.61 Blanket Purchase Order - Monthly Electric Service
519018	10/1/2025	ALLIANT ENERGY		53.31 Blanket Purchase Order - Monthly Electric Service
519018	10/1/2025	ALLIANT ENERGY		1,534.41 Blanket Purchase Order - Monthly Electric Service
519019	10/1/2025	ALLIANT ENERGY		22.69 Blanket Purchase Order - Monthly Electric Service
519018	10/1/2025	ALLIANT ENERGY		158.29 Blanket Purchase Order - Monthly Electric Service
519019	10/1/2025	ALLIANT ENERGY		25.34 Blanket Purchase Order - Monthly Electric Service
519018	10/1/2025	ALLIANT ENERGY		41.41 Blanket Purchase Order - Monthly Electric Service
519018	10/1/2025	ALLIANT ENERGY		633.56 Blanket Purchase Order - Monthly Electric Service
519018	10/1/2025	ALLIANT ENERGY		961.31 Blanket Purchase Order - Monthly Electric Service
519018	10/1/2025	ALLIANT ENERGY		46.08 Blanket Purchase Order - Monthly Electric Service
519018	10/1/2025	ALLIANT ENERGY		108.41 Blanket Purchase Order - Monthly Electric Service
519056	10/1/2025	Amanda Smith		71.00 EPP Advanced Entrance Tickets Refund
519055	10/1/2025	AMC Homes		200.00 Refund for HPC Design Review cancelled
1015999	9/24/2025	ANDREW P SPRENGELMEYER		97.86 Travel Reimbursement to Attend Peer Support Traini
518999	9/24/2025	AT&T Mobility National Accounts, LLC		1,321.31 IPHONES AND IPADS PARKS-JULY 29-AUG, 28, 2025
519048	10/1/2025	AT&T Mobility National Accounts, LLC		123.66 At&t First Net Engineering phones
519037	10/1/2025	AUTOMOTIVE ENTERPRISES (AIH)		122.29 Franchise Fee FY26
1015958	9/24/2025	AV FUEL		20,591.45 Blanket Purchase Order - Aviation Fuel
1015958	9/24/2025	AV FUEL		20,031.55 Blanket Purchase Order - Aviation Fuel
1016027	10/1/2025	AV FUEL		21,079.67 Blanket Purchase Order - Aviation Fuel
1016027	10/1/2025	AV FUEL		37,542.18 Blanket Purchase Order - Aviation Fuel
1016027	10/1/2025	AV FUEL		35.00 Blanket Purchase Order - Aviation Fuel
518980	9/24/2025	B L MURRAY COMPANY INC		250.38 Cleaning Supplies
1016028	10/1/2025	BAKER & TAYLOR CO BOOKS		111.23 Library materials for circulating collection
1016021	9/24/2025	BARD MATERIALS CENTRAL		803.50 Cement for Airfield Signs
1016036	10/1/2025	BARRY A LINDAHL		370.20 August 2025 IPIB Monthly Meeting
1016036	10/1/2025	BARRY A LINDAHL		370.20 September 2025 IPIB Monthly Meeting
260300018	9/12/2025	BC/BS OF IOWA/WELLMARK		125,132.60 Wellmark Weekly
260300019	9/18/2025	BC/BS OF IOWA/WELLMARK		100,637.46 Wellmark Weekly
260300020	9/25/2025	BC/BS OF IOWA/WELLMARK		135,778.62 Wellmark Weekly
518993	9/24/2025	BENJAMIN R HUNT		50.00 SOFTBALL UMPIRE
519039	10/1/2025	BENJAMIN R HUNT		175.00 SOFTBALL UMPIRE
519038	10/1/2025	BERNARD COMMUNICATIONS COMPANY		99.95 Blanket Purchase Order - Monthly Public Wi-Fi
1016016	9/24/2025	BIECHLER ELECTRIC INC		195.00 ELECTRICAL REPAIRS-CAMPGROUNDS
1016016	9/24/2025	BIECHLER ELECTRIC INC		138.74 REPLACE SERVICE HEAD-MURPHY PARK
1016074	10/1/2025	BIECHLER ELECTRIC INC		395.62 Blanket Purchase Order - Building Maintenance
1016074	10/1/2025	BIECHLER ELECTRIC INC		340.22 Blanket Purchase Order - Building Maintenance
1016074	10/1/2025	BIECHLER ELECTRIC INC		1,182.63 Blanket Purchase Order - Building Maintenance

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1016074	10/1/2025	BIECHLER ELECTRIC INC	1,217.98	Blanket Purchase Order - Building Maintenance
1015957	9/24/2025	BLACK HILLS/IOWA GAS UTILITY CO	83.44	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
1015957	9/24/2025	BLACK HILLS/IOWA GAS UTILITY CO	59.95	FY26 1101 Central Colts and MFC Bldg Natural Gas
1015957	9/24/2025	BLACK HILLS/IOWA GAS UTILITY CO	52.29	FY26 1157 Central Colts and MFC Bldg
1015957	9/24/2025	BLACK HILLS/IOWA GAS UTILITY CO	47.95	FY26 1310 Main St Annex Natural Gas
1015957	9/24/2025	BLACK HILLS/IOWA GAS UTILITY CO	66.64	FY26 1105 Central Ste 2 Natural Gas
1015957	9/24/2025	BLACK HILLS/IOWA GAS UTILITY CO	127.58	FY26 350 W 6th St Federal Bldg Natural Gas
1015957	9/24/2025	BLACK HILLS/IOWA GAS UTILITY CO	45.13	Blanket Purchase Order - Monthly Gas Service
1015957	9/24/2025	BLACK HILLS/IOWA GAS UTILITY CO	54.84	Blanket Purchase Order - Monthly Gas Service
1015957	9/24/2025	BLACK HILLS/IOWA GAS UTILITY CO	43.09	Blanket Purchase Order - Monthly Gas Service
1015957	9/24/2025	BLACK HILLS/IOWA GAS UTILITY CO	49.22	Blanket Purchase Order - Monthly Gas Service
1015957	9/24/2025	BLACK HILLS/IOWA GAS UTILITY CO	46.15	Blanket Purchase Order - Monthly Gas Service
1015957	9/24/2025	BLACK HILLS/IOWA GAS UTILITY CO	149.42	NATURAL GAS FOR FY26
1015957	9/24/2025	BLACK HILLS/IOWA GAS UTILITY CO	111.29	NATURAL GAS FOR FY26
1015957	9/24/2025	BLACK HILLS/IOWA GAS UTILITY CO	43.62	NATURAL GAS FOR FY26
1015957	9/24/2025	BLACK HILLS/IOWA GAS UTILITY CO	43.09	NATURAL GAS FOR FY26
1015957	9/24/2025	BLACK HILLS/IOWA GAS UTILITY CO	43.09	NATURAL GAS FOR FY26
1015957	9/24/2025	BLACK HILLS/IOWA GAS UTILITY CO	43.09	FY26 Gas Service for 300 Main, Suite 330
1015957	9/24/2025	BLACK HILLS/IOWA GAS UTILITY CO	44.11	FY26 1805 Central Ste 2
1016025	10/1/2025	BLACK HILLS/IOWA GAS UTILITY CO	80.14	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
1016025	10/1/2025	BLACK HILLS/IOWA GAS UTILITY CO	67.79	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
1016025	10/1/2025	BLACK HILLS/IOWA GAS UTILITY CO	43.09	FY2026 BLANKET PO - GAS COSTS
1016025	10/1/2025	BLACK HILLS/IOWA GAS UTILITY CO	47.70	FY2026 BLANKET PO - GAS COSTS
1016025	10/1/2025	BLACK HILLS/IOWA GAS UTILITY CO	43.09	FY2026 BLANKET PO - GAS COSTS
1016025	10/1/2025	BLACK HILLS/IOWA GAS UTILITY CO	44.62	FY2026 BLANKET PO - GAS COSTS
1016025	10/1/2025	BLACK HILLS/IOWA GAS UTILITY CO	43.09	Blanket Purchase Order - Monthly Gas Service
1016025	10/1/2025	BLACK HILLS/IOWA GAS UTILITY CO	43.09	Blanket Purchase Order - Monthly Gas Service
1016025	10/1/2025	BLACK HILLS/IOWA GAS UTILITY CO	69.48	Blanket Purchase Order - Monthly Gas Service
1015959	9/24/2025	BLACKSTONE AUDIO BOOKS	39.99	CD Audio Books for Library Collection
1016029	10/1/2025	BLACKSTONE AUDIO BOOKS	38.94	CD Audio Books for Library Collection
260300028	9/12/2025	BLUEFIN PAYMENT SYSTEMS LLC	165.38	Bluefin Monthly Fees
1016022	9/24/2025	BOUND TO STAY BOUND BOOKS INC	858.23	Children's books for collection
1016013	9/24/2025	Caitlin Daniels	9.30	MILEAGE REIMBURSEMENT
1015955	9/17/2025	CAPITAL SANITARY	286.68	Janitorial Supplies
1015955	9/17/2025	CAPITAL SANITARY	168.06	Janitorial Supplies
1015955	9/17/2025	CAPITAL SANITARY	285.47	Janitorial supplies for Water Plant
1015955	9/17/2025	CAPITAL SANITARY	165.21	MISC SUPPLIES- BHGC
1015955	9/17/2025	CAPITAL SANITARY	42.74	MISC SUPPLIES- BHGC
1015955	9/17/2025	CAPITAL SANITARY	151.24	MISC SUPPLIES- BHGC
1015955	9/17/2025	CAPITAL SANITARY	42.75	MISC SUPPLIES- BHGC
1015955	9/17/2025	CAPITAL SANITARY	49.59	JANITORIAL SUPPLIES FOR PARKS
1015955	9/17/2025	CAPITAL SANITARY	1,509.21	Janitorial Supplies - JOTC building
1015955	9/17/2025	CAPITAL SANITARY	1,460.14	JANITORIAL SUPPLIES FOR PARKS
1015955	9/17/2025	CAPITAL SANITARY	347.68	ST4-Janitorial supplies
1015955	9/17/2025	CAPITAL SANITARY	249.20	Paper for library
1016023	9/24/2025	CAPITAL SANITARY	52.93	JANITORIAL SUPPLIES FOR PARKS
1016023	9/24/2025	CAPITAL SANITARY	329.42	JANITORIAL SUPPLIES FOR PARKS
1016079	10/1/2025	CAPITAL SANITARY	271.84	JANITORIAL SUPPLIES FOR PARKS
1016079	10/1/2025	CAPITAL SANITARY	352.60	Janitorial Supplies - JOTC building
1016079	10/1/2025	CAPITAL SANITARY	241.03	Janitorial Supplies - Intermodal
1016079	10/1/2025	CAPITAL SANITARY	104.80	Janitorial Supplies - Intermodal
1016079	10/1/2025	CAPITAL SANITARY	60.17	Janitorial Supplies - Intermodal
1016079	10/1/2025	CAPITAL SANITARY	367.97	Janitorial Supplies - JOTC building
1016079	10/1/2025	CAPITAL SANITARY	376.88	MISC SUPPLIES- BHGC
1016070	10/1/2025	Carson G Vaske	218.75	Meal Stipend for Cedar Rapids Academy
519057	10/1/2025	CATHY BRANDT	300.00	HEART WALK DEPOSIT REFUND
519066	10/1/2025	CBCS WC	71.25	AMBULANCE REFUND
1015967	9/24/2025	CENGAGE LEARNING INC	275.11	Large Print books for circulating collection
518990	9/24/2025	CENTER POINT INC	127.65	Large print books for circulating collection
1015998	9/24/2025	CHRISTINE J HAPP	50.75	Mileage Reimbursement C. Happ Olson 4-1-25 - 8-4-2
1015960	9/24/2025	CINTAS CORP	54.48	Floor Mat Service
1015960	9/24/2025	CINTAS CORP	52.43	Various Maintenance - FY26
1015960	9/24/2025	CINTAS CORP	52.43	Various Maintenance - FY26
1015960	9/24/2025	CINTAS CORP	19.45	Various Maintenance - FY26
1015960	9/24/2025	CINTAS CORP	19.45	Various Maintenance - FY26
1016030	10/1/2025	CINTAS CORP	35.00	JANITORIAL SUPPLIES- BHGC
519020	10/1/2025	CINTAS FIRST AID & SAFETY	44.33	FIRST AIDE CABINET RESTOCKED - POD MARINA
1016005	9/24/2025	City of Dubuque	135,122.00	SUBSIDY FOR JULY-SEPT 2025
1016005	9/24/2025	City of Dubuque	(42,758.00)	SUBSIDY FOR JULY-SEPT 2025
1016005	9/24/2025	City of Dubuque	134,190.00	SUBSIDY FOR JULY-SEPT 2025
1015939	9/17/2025	CLAREY'S SAFETY EQUIPMENT INC	1,262.63	Sewer- RAE QRAE 3 Non- Wireless Monitor
519058	10/1/2025	CLARKE UNIVERSITY	300.00	CLARKE FEST DEPOSIT REFUND
1015940	9/17/2025	COMMELEC SERVICES INC	120.00	KDUB Tower Fees - 8 Units - FY26
1015973	9/24/2025	COMMAND SECURITY SOLUTIONS	139.05	Alarm Monitoring- City Hall Annex
1015961	9/24/2025	COMMUNICATIONS ENGINEERING CO	4,479.84	Switch Gears for Data Center
1015961	9/24/2025	COMMUNICATIONS ENGINEERING CO	3,481.70	MFC Fiber Termination for 2nd Floor Remodel
1015962	9/24/2025	CONLON CONSTRUCTION CO	568,091.44	Iowa Amphitheater Schmitt Island Bid Pkg 2
1016053	10/1/2025	CONSTELLATION NEW ENERGY GAS DIV	130.68	GAS BILL FOR 2241 LINCOLN
1015990	9/24/2025	CONSTELLATION NEW ENERGY GAS DIV	154.07	City Of Dubuque - C&I 2401Central Ave July-2025
1016053	10/1/2025	CONSTELLATION NEW ENERGY GAS DIV	151.88	City Of Dubuque - C&I 2401Central Ave Aug 2025
1015941	9/17/2025	CONTINENTAL RESEARCH CORP	238.51	Brake/Parts Cleaner - Maintenance Shop

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1015983	9/24/2025	CORI L BURBACH	28.68	NE Iowa Regional Managers lunch: CB
1015987	9/24/2025	COUNTY MATERIALS CORP	7,370.11	Sanitary Sewer Manholes
1015987	9/24/2025	COUNTY MATERIALS CORP	5,286.46	Sanitary Sewer Manholes
1016039	10/1/2025	CRAIG M SALMONSON	495.00	Per Diem 2025 NTOA Conference
519051	10/1/2025	Crawford, Murphy & Tilly, Inc	572.67	Terminal Exit Lane Improvements design phase servi
1015942	9/17/2025	CRESCENT ELECTRIC	10,635.00	Light Poles-Rplc for Knockdowns or New requests
1016017	9/24/2025	CRESCENT ELECTRIC	11,375.00	Light fixtures for Millwork district
1016017	9/24/2025	CRESCENT ELECTRIC	4,810.00	35' Black Pole over Galvanized 4' Upsweep Arm
1016075	10/1/2025	CRESCENT ELECTRIC	351.52	Lighting and Ballasts
1015943	9/17/2025	D & K PRODUCTS	1,508.00	TURF CHEMICALS
518971	9/24/2025	DAN ARENSDORF CONSTRUCTION	17,069.36	2025 Concrete ROW
518971	9/24/2025	DAN ARENSDORF CONSTRUCTION	2,871.65	2025 Concrete ROW
1016066	10/1/2025	DANIEL T KLAAS	200.00	4 States Conference Travel
1016072	10/1/2025	Dave Joseph Weis III	218.75	Meal Stipend for Cedar Rapids Academy
519021	10/1/2025	DELAWARE CO SOLID WASTE COMMISSION	4,341.03	LF- Delaware County Solid Waste Comm Fees
1016032	10/1/2025	DELTA DENTAL OF IOWA	25,716.58	FY26 Delta Dental - October 2025
1015963	9/24/2025	DEMCO INC	535.37	Library Supplies
1016033	10/1/2025	DEMCO INC	359.00	Library Supplies
519067	10/1/2025	DEPT. OF VETERAN AFFAIRS FINANCIAL	99.64	AMBULANCE REFUND
519068	10/1/2025	SERVICE CTR DEPT. OF VETERAN AFFAIRS FINANCIAL	24.03	AMBULANCE REFUND
518997	9/24/2025	DIETZ ENTERPRISES LLC	4,108.00	2910 Pinard St. - CDBG Accessibility Program
518997	9/24/2025	DIETZ ENTERPRISES LLC	2,489.68	2025 Concrete work in the public ROW
519044	10/1/2025	DIETZ ENTERPRISES LLC	5,803.81	2025 Concrete work in the public ROW
519001	9/24/2025	Discover Hospitality LLC	2,036.02	767 Nevada and 855 Cleveland Relocation
518972	9/24/2025	DUBUQUE COMMUNITY SCHOOL DIST	3,287.45	Franchise Fee FY26
518972	9/24/2025	DUBUQUE COMMUNITY SCHOOL DIST	1,143.70	Franchise Fee FY26
518972	9/24/2025	DUBUQUE COMMUNITY SCHOOL DIST	885.12	Franchise Fee FY26
518973	9/24/2025	DUBUQUE COUNTY ABSTRACT & TITLE	175.00	ABSTRACT FEES FOR 2540 ELM
519023	10/1/2025	DUBUQUE COUNTY ABSTRACT & TITLE	225.00	ABSTRACT FEES FOR 2540 ELM
519059	10/1/2025	Dubuque County Fine Arts Society	300.00	DbqFest deposit refund
1015964	9/24/2025	DUBUQUE COUNTY HISTORICAL SOCIETY	2,473.66	Franchise Fee FY26
1015964	9/24/2025	DUBUQUE COUNTY HISTORICAL SOCIETY	101.65	Franchise Fee FY26
518974	9/24/2025	DUBUQUE COUNTY SHERIFF	475.00	Sheriff Services for AUGUST 2025
1015944	9/17/2025	DUBUQUE FIRE EQUIPMENT INC	4,118.30	Annual Fire Inspections
1015944	9/17/2025	DUBUQUE FIRE EQUIPMENT INC	2,711.86	LF-Bulk order Fire Safety Products
1016034	10/1/2025	DUBUQUE MAIN STREET LIMITED	24,052.75	FY 2026 COS/POS Dbq Main St
1015952	9/17/2025	DUBUQUELAND DOOR COMPANY	2,208.09	MSC-Maintenance on Wash Bay Door
1015965	9/24/2025	EAST CENTRAL INTERGOVERN ASSOC	992.50	16th St Detention Basin Culvert & Pumping Station
519053	10/1/2025	ELLA ROSE LINK	25.00	Gas from Academy for new officers
1016035	10/1/2025	EMPHASYS COMPUTER SOLUTIONS INC	25,500.00	Implementation of Debt Software
519052	10/1/2025	Eocene Environmental Group	3,465.07	EPA Brownfield
519005	9/24/2025	ERIC MUELLER	52.50	PROPERTY SOLD
519005	9/24/2025	ERIC MUELLER	52.50	PROPERTY SOLD
1016000	9/24/2025	EVAN LEWIS INC	64.40	Replacement Sculpture
1015986	9/24/2025	EXPRESS EMPLOYMENT PROFESSIONALS	770.00	Express employee
1016004	9/24/2025	Felicia Carner	200.00	8/18/25 NATOA Conference New Orleans FC
518995	9/24/2025	FITZGERALD FREELANCE LLC	9,900.00	W Blum Lean to Building
518995	9/24/2025	FITZGERALD FREELANCE LLC	12,800.00	Blum Stie Crusher and Masonry Building Demo
519060	10/1/2025	Five Flags Center	50.00	2025 Deposit for parking requests
1015966	9/24/2025	FOUR MOUNDS FOUNDATION	4,200.00	1459 Hickson OAHMP Work
1015966	9/24/2025	FOUR MOUNDS FOUNDATION	4,900.00	2156 Broadlawn OAHMP Work
519049	10/1/2025	Full Bohr Concrete	4,878.34	2025 Concrete work in ROW Full Bohr
519049	10/1/2025	Full Bohr Concrete	2,127.42	2025 Concrete work in ROW Full Bohr
519049	10/1/2025	Full Bohr Concrete	2,340.98	2025 Concrete work in ROW Full Bohr
519049	10/1/2025	Full Bohr Concrete	1,143.15	2025 Concrete work in ROW Full Bohr
519006	9/24/2025	GARY HENKEL	93.75	PROPERTY SOLD
1016056	10/1/2025	GENESIS TWO MANAGEMENT INC	2,000.00	3660 Hillcrest Rd. Apt #3 - TBRA- S. Bonner #2535
518975	9/24/2025	GIESE SHEET METAL CO INC	54,672.50	ImOn Ice Arena Dehumidification System Upgrade Pro
1015997	9/24/2025	GINA S BELL	470.15	7/20/25 Aspen Climate Ideas_Chicago IL_GB
1016060	10/1/2025	GINA S BELL	641.00	8/24/25 USDN Central Regional Mtg_St Louis_GB
1016068	10/1/2025	Global Flight Solutions, LLC	4,000.00	Blanket Purchase Order - Monthly Air Serv. Consult
519024	10/1/2025	GREATER DUBUQUE DEVELOPMENT CORP	120,000.00	FY26 COS GDCC
1015968	9/24/2025	HDR ENGINEERING INC	4,886.11	C9AAP2 Engineering
1015968	9/24/2025	HDR ENGINEERING INC	4,339.72	DMASWA TO 20 - Horiz Exp Permitting
1016020	9/24/2025	HEIAR BROTHERS FENCING INC	2,377.04	MATERIAL AND LABOR REPAIR FENCE
1016077	10/1/2025	HERITAGE PRINTING COMPANY	69.51	BUS ROUTING FORMS
518976	9/24/2025	HOLIDAY INN	1,397.76	2015 Kniest 21 Lead Relocation
519007	9/24/2025	HOLY FAMILY CATHOLIC SCHOOL	1,258.66	UB 10807 1198 RUSH
519008	9/24/2025	HOLY FAMILY CATHOLIC SCHOOL	747.71	UB 10807 1198 RUSH
519025	10/1/2025	HOLY FAMILY CATHOLIC SCHOOLS	63.45	Franchise Fee FY26
519025	10/1/2025	HOLY FAMILY CATHOLIC SCHOOLS	2,654.48	Franchise Fee FY26
1016062	10/1/2025	IMWCA	1,233.99	TPA 411 payments - August 2025
1016062	10/1/2025	IMWCA	197.20	TPA 411 payment return - August 2025
1016062	10/1/2025	IMWCA	15,406.58	TPA payments - August 2025
1016054	10/1/2025	INDEPENDENT PUBLIC ADVISORS LLC	5,500.00	Quarterly Retainer Services 10/01-12/31
519045	10/1/2025	INFOSEND INC	15,091.68	August Charges
1015989	9/24/2025	INGRAM LIBRARY SERVICES INC.	84.30	Children's books for collection
1015989	9/24/2025	INGRAM LIBRARY SERVICES INC.	289.97	Teen/Young Adult Materials for Collection
1015989	9/24/2025	INGRAM LIBRARY SERVICES INC.	2,758.44	Circulating materials for Adult library collection
1016052	10/1/2025	INGRAM LIBRARY SERVICES INC.	2,397.14	Circulating materials for Adult library collection

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1016052	10/1/2025	INGRAM LIBRARY SERVICES INC.	62.18	Children's books for collection
1016052	10/1/2025	INGRAM LIBRARY SERVICES INC.	132.42	Teen/Young Adult Materials for Collection
260300012	9/12/2025	IOWA BEVERAGE SYSTEMS INC	555.65	Alcohol Purchases - Recreation
260300029	9/19/2025	IOWA BEVERAGE SYSTEMS INC	530.50	Alcohol Purchases - Recreation
1016055	10/1/2025	IOWA DEPARTMENT OF HUMAN SERVICES	99,898.02	GEMT Claims for September-October 2025
519022	10/1/2025	IOWA DEPT OF NATURAL RESOURCES	116,552.90	LF-Quart Solid Waste Tonnage & Retaine Fee Q4 FY25
1016007	9/24/2025	IPS Group Inc	116.94	Lcstrp/Intrmp Kiosk CC Transaction and Gateway Fee
519004	9/24/2025	Iron Creek Group LLC	2,279.17	FY26 Rent for 300 Main, Suite 330
519061	10/1/2025	JAKE ROTH	300.00	DUNGEON DAYZ DEPOSIT REFUND
519054	10/1/2025	JENNIFER MESSERICH	200.00	4 States Conference Travel
519054	10/1/2025	JENNIFER MESSERICH	85.00	IPAA Conference Travel
519062	10/1/2025	JENNY KRUGER	50.00	HDSA HOPE WALK DEPOSIT REFUND
1016006	9/24/2025	Jesse Gavin	204.00	9/2/25 3CMA_Las Vegas_JG
1016011	9/24/2025	John Wiley	469.56	Travel Reim - NACWA 2025 Conf/Training
1016015	9/24/2025	Justine Marie Bemis	42.26	Travel Reimbursement to Attend Peer Support Traini
1016067	10/1/2025	Keller North America, Inc	3,664.31	FLOOR SETTLEMENT REMEDIATION PROJECT
519033	10/1/2025	KENNETH A BUSH	6,160.00	116 W. 13th St.- Homeowner Rehabilitation
1015953	9/17/2025	KIECKS CAREER APPAREL	4,820.00	BVP Vest for Replacement/New
1015953	9/17/2025	KIECKS CAREER APPAREL	964.00	BVP Vest for Replacement/New
519041	10/1/2025	KIMBERLY A HOOVER	1,255.50	Tuition Reimbursement for Summer 2025
519002	9/24/2025	Kimley-Horn and Associates	67,025.00	LEISURE SERVICES MASTER PLAN FY25
1016061	10/1/2025	KNOWBE4, INC	17,880.83	KnowBe4 Security Awareness Training & Subscription
1015945	9/17/2025	KONE INC	360.00	Maintenance Period: 09/01/25-11/30/25
1015945	9/17/2025	KONE INC	228.07	Locust st Elevator Repair
1015945	9/17/2025	KONE INC	200.00	Elevator Maintenance - FY26
1016018	9/24/2025	KONE INC	2,034.00	Quarterly elevator maintenance
519040	10/1/2025	KURT P WELAND	75.00	SOFTBALL UMPIRE
1016009	9/24/2025	Laura Bendorf	770.00	LMB GFOA Conf reimbursement
519069	10/1/2025	LAURA SCHALLER	25.00	AMBULANCE REFUND
518977	9/24/2025	LIME ROCK SPRINGS CO	188.25	BEVERAGES THROUGH JUNE 2026
518977	9/24/2025	LIME ROCK SPRINGS CO	398.08	BEVERAGES THROUGH JUNE 2026
518977	9/24/2025	LIME ROCK SPRINGS CO	258.17	BEVERAGES THROUGH JUNE 2026
518977	9/24/2025	LIME ROCK SPRINGS CO	172.38	BEVERAGES THROUGH JUNE 2026
518977	9/24/2025	LIME ROCK SPRINGS CO	68.34	BEVERAGES THROUGH JUNE 2026
519026	10/1/2025	LIME ROCK SPRINGS CO	530.16	BEVERAGES THROUGH JUNE 2026
518978	9/24/2025	LORAS COLLEGE	119.44	Franchise Fee FY26
518978	9/24/2025	LORAS COLLEGE	5,489.48	Franchise Fee FY26
1015946	9/17/2025	MAQUOKETA VALLEY ELECTRIC COOP	44.55	FY26 Electric Traffic & Street Lights
1015946	9/17/2025	MAQUOKETA VALLEY ELECTRIC COOP	46.16	FY26 Electric Traffic & Street Lights
1015946	9/17/2025	MAQUOKETA VALLEY ELECTRIC COOP	50.43	FY26 Electric Traffic & Street Lights
1015946	9/17/2025	MAQUOKETA VALLEY ELECTRIC COOP	255.95	FY26 Electric Traffic & Street Lights
1015946	9/17/2025	MAQUOKETA VALLEY ELECTRIC COOP	249.08	FY26 Electric Traffic & Street Lights
1015946	9/17/2025	MAQUOKETA VALLEY ELECTRIC COOP	43.53	FY26 Electric Traffic & Street Lights
1015946	9/17/2025	MAQUOKETA VALLEY ELECTRIC COOP	72.89	FY26 Electric Traffic & Street Lights
1015946	9/17/2025	MAQUOKETA VALLEY ELECTRIC COOP	43.61	FY26 Electric Traffic & Street Lights
1015946	9/17/2025	MAQUOKETA VALLEY ELECTRIC COOP	46.06	FY26 Electric Traffic & Street Lights
1015946	9/17/2025	MAQUOKETA VALLEY ELECTRIC COOP	92.01	FY26 Electric Traffic & Street Lights
1015946	9/17/2025	MAQUOKETA VALLEY ELECTRIC COOP	49.43	FY26 Electric Traffic & Street Lights
1015946	9/17/2025	MAQUOKETA VALLEY ELECTRIC COOP	53.65	FY26 Electric Traffic & Street Lights
1015946	9/17/2025	MAQUOKETA VALLEY ELECTRIC COOP	52.47	FY26 Electric Traffic & Street Lights
1015946	9/17/2025	MAQUOKETA VALLEY ELECTRIC COOP	48.32	FY26 Electric Traffic & Street Lights
1015946	9/17/2025	MAQUOKETA VALLEY ELECTRIC COOP	59.48	FY26 Electric Traffic & Street Lights
1015946	9/17/2025	MAQUOKETA VALLEY ELECTRIC COOP	56.69	FY26 Electric Traffic & Street Lights
1015946	9/17/2025	MAQUOKETA VALLEY ELECTRIC COOP	60.49	FY26 Electric Traffic & Street Lights
1015946	9/17/2025	MAQUOKETA VALLEY ELECTRIC COOP	95.96	Electrical Svc - Airport Lift Station - FY26
1015970	9/24/2025	MAQUOKETA VALLEY ELECTRIC COOP	28,810.00	LF- Maquoketa Valley Electric Cooperative Agreeemen
1016019	9/24/2025	MAQUOKETA VALLEY ELECTRIC COOP	1,274.42	Blanket Purchase Order - Monthly Electric Service
1016019	9/24/2025	MAQUOKETA VALLEY ELECTRIC COOP	42.00	Blanket Purchase Order - Monthly Electric Service
1016019	9/24/2025	MAQUOKETA VALLEY ELECTRIC COOP	42.17	Blanket Purchase Order - Monthly Electric Service
1016019	9/24/2025	MAQUOKETA VALLEY ELECTRIC COOP	88.33	Blanket Purchase Order - Monthly Electric Service
1016019	9/24/2025	MAQUOKETA VALLEY ELECTRIC COOP	340.04	Blanket Purchase Order - Monthly Electric Service
1016019	9/24/2025	MAQUOKETA VALLEY ELECTRIC COOP	1,784.82	Energy Costs
1016019	9/24/2025	MAQUOKETA VALLEY ELECTRIC COOP	80.00	Energy Costs
1016019	9/24/2025	MAQUOKETA VALLEY ELECTRIC COOP	93.14	Energy Costs
1016019	9/24/2025	MAQUOKETA VALLEY ELECTRIC COOP	456.47	FY2026 BLANKET PO - ELECTRICITY COSTS
1016019	9/24/2025	MAQUOKETA VALLEY ELECTRIC COOP	249.28	FY2026 BLANKET PO - ELECTRICITY COSTS
1016019	9/24/2025	MAQUOKETA VALLEY ELECTRIC COOP	486.35	FY2026 BLANKET PO - ELECTRICITY COSTS
1016076	10/1/2025	MAQUOKETA VALLEY ELECTRIC COOP	46.63	FY26 Electric Traffic & Street Lights
1016076	10/1/2025	MAQUOKETA VALLEY ELECTRIC COOP	71.52	FY26 Electric Traffic & Street Lights
1016076	10/1/2025	MAQUOKETA VALLEY ELECTRIC COOP	43.64	FY26 Electric Traffic & Street Lights
1016076	10/1/2025	MAQUOKETA VALLEY ELECTRIC COOP	47.11	FY26 Electric Traffic & Street Lights
1016076	10/1/2025	MAQUOKETA VALLEY ELECTRIC COOP	101.96	FY26 Electric Traffic & Street Lights
1016076	10/1/2025	MAQUOKETA VALLEY ELECTRIC COOP	50.77	FY26 Electric Traffic & Street Lights
1016076	10/1/2025	MAQUOKETA VALLEY ELECTRIC COOP	55.60	FY26 Electric Traffic & Street Lights
1016076	10/1/2025	MAQUOKETA VALLEY ELECTRIC COOP	51.44	FY26 Electric Traffic & Street Lights
1016076	10/1/2025	MAQUOKETA VALLEY ELECTRIC COOP	43.57	FY26 Electric Traffic & Street Lights
1016076	10/1/2025	MAQUOKETA VALLEY ELECTRIC COOP	49.70	FY26 Electric Traffic & Street Lights
1016076	10/1/2025	MAQUOKETA VALLEY ELECTRIC COOP	267.22	FY26 Electric Traffic & Street Lights
1016076	10/1/2025	MAQUOKETA VALLEY ELECTRIC COOP	282.19	FY26 Electric Traffic & Street Lights
1016076	10/1/2025	MAQUOKETA VALLEY ELECTRIC COOP	51.92	FY26 Electric Traffic & Street Lights
1016076	10/1/2025	MAQUOKETA VALLEY ELECTRIC COOP	45.22	FY26 Electric Traffic & Street Lights

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1016076	10/1/2025	MAQUOKETA VALLEY ELECTRIC COOP	62.44	FY26 Electric Traffic & Street Lights
1016076	10/1/2025	MAQUOKETA VALLEY ELECTRIC COOP	58.97	FY26 Electric Traffic & Street Lights
1016076	10/1/2025	MAQUOKETA VALLEY ELECTRIC COOP	63.01	FY26 Electric Traffic & Street Lights
1016065	10/1/2025	MATTHEW A LEVIN	450.00	Per Diem Patrol Rifle Instructor Training
1016008	9/24/2025	Matthew Dressler	2,500.00	1059 Center Place HHP Change Order
519070	10/1/2025	MATTHEW NUTI	561.19	AMBULANCE REFUND
1016002	9/24/2025	MAV RESTORATIONS LLC	44,300.00	752 University Ave
519016	9/26/2025	MCGRATH AUTOMOTIVE GROUP INC	37,446.00	2: 2025 Chevrolet Silverado 4x4 Ext Cab
518994	9/24/2025	MCGRATH AUTOMOTIVE GROUP INC	29,668.00	PURCHASE OF 2 VEHICLES
519071	10/1/2025	MEDICAL ASSOCIATES	559.54	AMBULANCE REFUND
519072	10/1/2025	MEDICAL ASSOCIATES HEALTH PLAN	105.39	AMBULANCE REFUND
1016057	10/1/2025	MENARD CONSULTING INC	500.00	GASB 45 Actuarial Services
1015977	9/24/2025	MICHAEL C VAN MILLIGEN	37.17	9/14 Dinner with Matt Kalcevich, Parks & Rec Dir.
1015977	9/24/2025	MICHAEL C VAN MILLIGEN	26.94	NE Iowa Regional Managers lunch: MVM
518988	9/24/2025	MICHAEL J SULLIVAN	100.00	SOFTBALL UMPIRE
519035	10/1/2025	MICHAEL J SULLIVAN	75.00	SOFTBALL UMPIRE
518856	9/15/2025	MICHAEL W BENEFIELD	828.57	CAMPGROUND MANAGER PAYMENTS FY25
1016010	9/24/2025	Michelle Kim	193.50	8/25/25 USDN Central Regional Mtg St Louis MK
1016046	10/1/2025	MICS CONSTRUCTION	1,500.00	2532 Broadway 21 Lead and HH Work
1016037	10/1/2025	MID AMERICAN SIGNAL INC	29,940.00	Wavetronics Detection
1015981	9/24/2025	MIDWEST ALARM SERVICES INC	1,083.72	Intermodal Ramp Alarm Monitor and Sprinkler FY26
1015985	9/24/2025	MIDWEST TAPE LLC	261.35	Adult DVDs, BluRays, CDs for Collection
1016051	10/1/2025	MIDWEST TAPE LLC	2,283.19	Adult DVDs, BluRays, CDs for Collection
518996	9/24/2025	MILLWORK HOTEL ASSOCIATES LLC	154.51	2750.5 Washington Relocation
519043	10/1/2025	MILLWORK HOTEL ASSOCIATES LLC	772.55	2015 Kniest 21 Lead Relocation
519043	10/1/2025	MILLWORK HOTEL ASSOCIATES LLC	1,089.06	2015 Kniest 21 Lead Relocation Final
1015992	9/24/2025	Miovision Technologies US LLC	3,240.00	software maintenance for Opticom
519050	10/1/2025	Moody's Analytics Inc	48,556.00	FY26 Moody's Analytics
518979	9/24/2025	MULGREW OIL COMPANY	2,862.81	LF-# 2 PRM DYED WNTR DSL ULS15PPM 09/09/25
519028	10/1/2025	MULGREW OIL COMPANY	1,870.17	LF-# 2 PRM DYED WNTR DSL ULS15PPM 09/11/25
518991	9/24/2025	MULTICULTURAL FAMILY CENTER	2,500.00	MFC India independence Day
1015971	9/24/2025	MYERS-COX CO	75.00	RENTAL FEE FOR BEVERAGE DISPENSER
1015971	9/24/2025	MYERS-COX CO	75.00	RENTAL FEE FOR BEVERAGE DISPENSER
1016064	10/1/2025	NICHOLAS EDWARDS, MD	3,333.33	EMS Director Yearly Salary for EMS Support FY26
1015947	9/17/2025	NORTHEAST IOWA COMMUNITY COLLEGE	19.00	Power of 10 Course
1015947	9/17/2025	NORTHEAST IOWA COMMUNITY COLLEGE	856.59	Franchise Fee FY26
1015947	9/17/2025	NORTHEAST IOWA COMMUNITY COLLEGE	25.30	Franchise Fee FY26
260300007	9/15/2025	OPENEDGE - GLOBAL PAYMENTS	277.08	CYBERSRC Fees
1015969	9/24/2025	ORIGIN DESIGN CO	1,444.25	Fueling Station Improvements
1015969	9/24/2025	ORIGIN DESIGN CO	29,283.25	PROF SVCS-PRIVATE LEAD LINE REPL. PROG PHASE 1
1015969	9/24/2025	ORIGIN DESIGN CO	4,438.63	Fueling Station Improvements
519029	10/1/2025	ORKIN LLC	80.40	Pest Control for the Landfill 08/21/25
1015988	9/24/2025	OVERDRIVE INC	1,279.25	Downloadable Ebooks and EAudio for Adult Collectio
1015988	9/24/2025	OVERDRIVE INC	852.16	Downloadable Ebooks and EAudio for Adult Collectio
1015954	9/17/2025	PARKING INC	350.82	Iowa/ Five Flags Ticket Paper
1016003	9/24/2025	Parsons Transportation Group Inc	6,696.85	STREETS Project
1015978	9/24/2025	PATRICIA L GLEASON	327.00	TRAVEL REIMBURSEMENT - GLEASON FOR IMFOA Board Mtg
1015995	9/24/2025	PEGGY S ABIDI	132.67	MILEAGE REIMBURSEMENT-ABIDI
1015991	9/24/2025	PETDATA	3,422.40	July and August PetData Fees
1015991	9/24/2025	PETDATA	3,361.70	July and August PetData Fees
1015996	9/24/2025	PHELPS THE UNIFORM SPECIALISTS	48.19	Blanket Purchase Order - Weekly Uniform Cleaning
1016059	10/1/2025	PHELPS THE UNIFORM SPECIALISTS	48.19	Blanket Purchase Order - Weekly Uniform Cleaning
518981	9/24/2025	PITNEY BOWES INC	1,500.00	Pre Pay Postage
1015948	9/17/2025	POLYDYNE INC	11,385.00	Polymer - 3 totes for the Drum Thickener
1015948	9/17/2025	POLYDYNE INC	23,460.00	Polymer - 6 totes - CE-2701 - for the Centrifuge
1015948	9/17/2025	POLYDYNE INC	3,910.00	Polymer - 6 totes - CE-2701 - for the Centrifuge
1015948	9/17/2025	POLYDYNE INC	19,550.00	Polymer - 6 totes - CE-2701 - for the Centrifuge
1016038	10/1/2025	PORTZEN CONSTRUCTION INC	897,366.73	Dubuque Gate and Pump Station Flood Mitigation 16t
519032	10/1/2025	PRAIRIE FARMS	659.70	Franchise Fee FY26
519032	10/1/2025	PRAIRIE FARMS	4,485.97	Franchise Fee FY26
1016014	9/24/2025	Q1 MEDIA, INC	7,165.75	Advertising
1016012	9/24/2025	R & J Window Cleaning LLC	275.00	WINDOW CLEANING- POD MARINA
1016069	10/1/2025	R & J Window Cleaning LLC	275.00	WINDOW CLEANING- POD MARINA
1015972	9/24/2025	RACOM CORPORATION	4,624.50	Milestone License Data Center
519030	10/1/2025	RADIO DUBUQUE INC	75.00	2024 OAHMP Radio Ads
518998	9/24/2025	RAM SERVICES LLC	1,095.00	1389 W 3rd Radon Work
518998	9/24/2025	RAM SERVICES LLC	1,095.00	150 Kaufmann Radon Testing
518998	9/24/2025	RAM SERVICES LLC	1,110.00	1660 Iowa Street Radon
519047	10/1/2025	RAM SERVICES LLC	1,095.00	922 Pleasant Radon Work
518998	9/24/2025	RAM SERVICES LLC	1,095.00	704 Providence Radon Work
518998	9/24/2025	RAM SERVICES LLC	1,095.00	1866 Washington Radon Work
519047	10/1/2025	RAM SERVICES LLC	1,095.00	1152 Race St Radon 2021 Lead
519047	10/1/2025	RAM SERVICES LLC	1,095.00	1165 Cleveland 21 Lead Radon Work
519047	10/1/2025	RAM SERVICES LLC	1,095.00	2015 Kniest 21 Lead Radon Work
519047	10/1/2025	RAM SERVICES LLC	1,095.00	2532 Broadway 21 Lead Radon Work
519047	10/1/2025	RAM SERVICES LLC	1,160.00	128 Stoltz Radon Install
1015984	9/24/2025	RAPIDS REPRODUCTION INC	1,138.68	Runway Markings Drawings
1016050	10/1/2025	RAPIDS REPRODUCTION INC	140.13	Ink for Plotter on 3rd Floor City Hall
1016047	10/1/2025	RAYMOND L GOEDERT	75.00	SOFTBALL UMPIRE
518989	9/24/2025	RDG PLANNING & DESIGN	10,205.00	Q.Casino Amphitheater Planning-New PO w/New Coding
518989	9/24/2025	RDG PLANNING & DESIGN	4,288.75	Q.Casino Amphitheater Planning-New PO w/New Coding

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
518989	9/24/2025	RDG PLANNING & DESIGN	2,080.00	Q Casino Amphitheater Planning-New PO w/New Coding
518989	9/24/2025	RDG PLANNING & DESIGN	1,008.75	Q Casino Amphitheater Planning-New PO w/New Coding
518989	9/24/2025	RDG PLANNING & DESIGN	548.75	Q Casino Amphitheater Planning-New PO w/New Coding
518982	9/24/2025	RIVER LIGHTS BOOKSTORE	34.98	Teen Volunteer Books
1016058	10/1/2025	ROBERT G WRIGHT JR	16,450.00	2250 Jackson 21 Lead and HH Work
518992	9/24/2025	ROUSSELOT INC	10,077.15	Franchise Fee FY26
519009	9/24/2025	RUPP, TAYLOR F	391.74	UB 09441 760 FENELON
260300016	9/26/2025	RXBENEFITS INC	74,224.74	FY26 Prescription Admin & Claims- 7/19 to 9/12/25
1016040	10/1/2025	Schadl Incorporated	1,344.36	Landfill General Plumbing- Pump Out Mudpits
1016040	10/1/2025	Schadl Incorporated	1,344.36	Landfill General Plumbing- Pump Out Mudpits
519031	10/1/2025	SHAMROCK JEWELERS	72.00	2 Sets of Gold Collar Pins
260300009	9/11/2025	SID'S	339.13	Bunker Hill Alcohol
260300021	9/18/2025	SID'S	309.60	Bunker Hill Alcohol
1015956	9/17/2025	SIX SECONDS	1,995.00	Courses for EQ Assessor Certification-Kelly Larson
1015956	9/17/2025	SIX SECONDS	1,995.00	Courses for EQ Assessor Certification-Connie Palm
519010	9/24/2025	ST COLUMBKILLES RECTORY	669.27	UB 10807 1198 RUSH
519011	9/24/2025	ST COLUMBKILLES RECTORY	692.32	UB 10807 1198 RUSH
519012	9/24/2025	ST COLUMBKILLES RECTORY	692.32	UB 10807 1198 RUSH
519013	9/24/2025	ST COLUMBKILLES RECTORY	692.32	UB 10807 1198 RUSH
519014	9/24/2025	ST COLUMBKILLES RECTORY	692.32	UB 10807 1198 RUSH
519015	9/24/2025	ST COLUMBKILLES RECTORY	692.32	UB 10807 1198 RUSH
519036	10/1/2025	STATE FARM INSURANCE COMPANY	2,567.00	1250 Jackson St, Colson, Tony property insurance
1015975	9/24/2025	STRAND ASSOCIATES INC	2,850.16	Fire Station 2, 3, 4, 5, and 6 Masonry Repair
1015975	9/24/2025	STRAND ASSOCIATES INC	663.50	Fire Station 2, 3, 4, 5, and 6 Masonry Repair
1015975	9/24/2025	STRAND ASSOCIATES INC	1,600.00	Maus Lake Pump Station
1015975	9/24/2025	STRAND ASSOCIATES INC	9,649.67	PRELIMINARY DESIGN-EXTERIOR WALL
1015975	9/24/2025	STRAND ASSOCIATES INC	4,155.01	Fire Station 5 & 6
1016042	10/1/2025	STRAND ASSOCIATES INC	1,187.58	Masonry Repairs - City Hall, MFC, Old Engine House
1016042	10/1/2025	STRAND ASSOCIATES INC	1,020.13	42-Inch Force Main Stabilization Proj
1015949	9/17/2025	TELEGRAPH HERALD	631.89	Publication Expenses
1015949	9/17/2025	TELEGRAPH HERALD	58.98	2025 CAPER public meeting notice
1015949	9/17/2025	TELEGRAPH HERALD	447.93	Publication Expenses
1015949	9/17/2025	TELEGRAPH HERALD	49.64	LF- Advertising
1015950	9/17/2025	TERMINAL SUPPLY	310.05	SHOP - Bin Supplies
1015976	9/24/2025	TERRACON CONSULTANTS INC	1,175.25	PROVIDED ADDITIONAL TESTING MATERIALS
1015976	9/24/2025	TERRACON CONSULTANTS INC	416.15	Terracon Task Order Amphitheater
519063	10/1/2025	The Authentic Connection	300.00	Easter Egg Hunt Deposit Refund
1016071	10/1/2025	Theodore B Kruse	218.75	Meal Stipend for Cedar Rapids Academy
1016048	10/1/2025	THERESE H GOODMANN	3,333.33	Strategic partnerships with federal agencies 2025
1016043	10/1/2025	THREE RIVERS FS INC	1,130.45	LF- GEAR LUBE and SPECTRA LUBE RED GREASE #2 TUBE
1016043	10/1/2025	THREE RIVERS FS INC	87.30	LF- LP Gas 33# Cylindar
1015974	9/24/2025	TIMOTHY L SPECHT	7,750.00	2422 White Final HHP Invoice
1015974	9/24/2025	TIMOTHY L SPECHT	1,225.00	704 Providence Change Order
1016041	10/1/2025	TIMOTHY L SPECHT	23,950.00	1783 Heeb Remaining Lead Work
518987	9/24/2025	TIMOTHY P GOTTSCHALK	75.00	SOFTBALL UMPIRE
519034	10/1/2025	TIMOTHY P GOTTSCHALK	75.00	SOFTBALL UMPIRE
1016031	10/1/2025	TODD E DALSING	200.00	4 States Conference Travel
1016078	10/1/2025	TRAFFIC AND PARKING CONTROL	5,453.63	Traffic Signs
1015994	9/24/2025	TRAVIS F SMITH	8,161.00	FY26 Lawn Mowing Services
260300017	9/22/2025	TREASURER STATE OF IOWA	31,573.81	Metro Sales Tax FY26
260300022	9/22/2025	TREASURER STATE OF IOWA	49,714.58	Utility Billing Sales Tax FY26
260300023	9/22/2025	TREASURER STATE OF IOWA	74,917.98	Utility Billing Sales Tax FY26
260300024	9/22/2025	TREASURER STATE OF IOWA	9,049.55	Parks and Recreation & Library Sales Tax FY26
519064	10/1/2025	Tri-State Mountain Bik Riders	50.00	Triple D Winter Race Deposit Refund
1015951	9/17/2025	TRUCK COUNTRY OF IOWA INC	(7.50)	STOCK - Injector Parts
1015951	9/17/2025	TRUCK COUNTRY OF IOWA INC	86.90	UNIT #4001 Replacement Parts
1015951	9/17/2025	TRUCK COUNTRY OF IOWA INC	98.29	UNIT #2503 Electrical Repair Connector
519065	10/1/2025	TYSON LEVENDECKER	300.00	4TH OF JULY BLOCK PARTY DEPOSIT REFUND
260300030	9/23/2025	UMB BANK	600.00	Paying Agent Fee 9/9
1016001	9/24/2025	Unified Therapy Services	450.00	24 OAHMP Unified Therapy Services
1016001	9/24/2025	Unified Therapy Services	450.00	24 OAHMP Unified Therapy Services
1016001	9/24/2025	Unified Therapy Services	450.00	24 OAHMP Unified Therapy Services
1016001	9/24/2025	Unified Therapy Services	450.00	24 OAHMP Unified Therapy Services
1016001	9/24/2025	Unified Therapy Services	450.00	24 OAHMP Unified Therapy Services
1016001	9/24/2025	Unified Therapy Services	450.00	24 OAHMP Unified Therapy Services
1016001	9/24/2025	Unified Therapy Services	450.00	24 OAHMP Unified Therapy Services
1016001	9/24/2025	Unified Therapy Services	450.00	24 OAHMP Unified Therapy Services
1016001	9/24/2025	Unified Therapy Services	450.00	24 OAHMP Unified Therapy Services
1016001	9/24/2025	Unified Therapy Services	450.00	24 OAHMP Unified Therapy Services
1016001	9/24/2025	Unified Therapy Services	450.00	24 OAHMP Unified Therapy Services
1016001	9/24/2025	Unified Therapy Services	450.00	24 OAHMP Unified Therapy Services
1016001	9/24/2025	Unified Therapy Services	450.00	24 OAHMP Unified Therapy Services
519073	10/1/2025	UNITED HEALTHCARE INSURANCE CO	219.68	AMBULANCE REFUND
518983	9/24/2025	UNIVERSITY OF DUBUQUE	9,354.32	Franchise Fee FY26
1016044	10/1/2025	VAN METER INDUSTRIAL INC	1,213.04	Traffic Split Conduits and Couplers
1015993	9/24/2025	VAN-WALL EQUIPMENT CO	8,900.00	JOHN DEERE GATOR TX
1015993	9/24/2025	VAN-WALL EQUIPMENT CO	48,000.00	JOHN DEERE 2250 E CUT HYBRID TRIPLEX MOWER
518984	9/24/2025	VERIZON WIRELESS SERVICES LLC	387.78	Blanket Purchase Order - Monthly Data Charges
1015982	9/24/2025	Vestis Group Inc (f/k/a Aramark)	112.79	Linens, tablecloths, cleaning cloths
1016049	10/1/2025	Vestis Group Inc (f/k/a Aramark)	112.79	Linens, tablecloths, cleaning cloths
1016045	10/1/2025	WALLY C WERNIMONT	109.75	Expense Reimb W.Wernimont IA Hous Conf
1015979	9/24/2025	WARTBURG THEOLOGICAL SEMINARY	49.10	Franchise Fee FY26

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
519000	9/24/2025	WB McCloud & Co, Inc.	280.90	Monthly Pest Prevention
519000	9/24/2025	WB McCloud & Co, Inc.	280.90	Monthly Pest Prevention
1015980	9/24/2025	WELU PRINTING COMPANY	312.80	IT Department Moved- Business Cards
1015980	9/24/2025	WELU PRINTING COMPANY	108.40	Asphalt Overlay Postcard #4 with Mailing Services
519003	9/24/2025	Westbluff, LLC	22,000.00	USDA Contractor Agreement_ Westbluff LLC
518985	9/24/2025	WESTPHAL & COMPANY, INC	203.50	Building Electrical Services
518985	9/24/2025	WESTPHAL & COMPANY, INC	203.50	Building Electrical Services
519046	10/1/2025	William Yeo	100.00	Per Diem 2025 GTSP Conference
519042	10/1/2025	WISCONSIN INDEPENDENT NETWORK LLC	12,532.32	Fiber Internet for Library
518986	9/24/2025	WK CONSTRUCTION CO INC	23,534.89	Asphalt Profile Milling Services
1016026	10/1/2025	YAMAHA MOTOR CORPORATION USA	6,944.00	FY26 GOLF CART LEASE
			\$	4,092,748.56

**City of Dubuque
City Council**

CONSENT ITEMS # 4.

ITEM TITLE:	Request to Change Human Resources Employment Specialist position status from Part-Time to Full-Time
SUMMARY:	City Manager recommending City Council approval to change the Human Resources Employment Specialist position from part-time (0.75 FTE), non-exempt status to full-time (1.0 FTE), exempt status.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Revised Stickfort memo to MVM re HRES position status change from PT (0.75) to full-time (1.0) 8-2025 (3)

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Request to change Human Resources Employment Specialist position to full-time (1.0 FTE)

DATE: September 29, 2025

Chief Human Resources Office Shelley Stickfort is recommending City Council approval to change the Human Resources Employment Specialist position from part-time (0.75 FTE), non-exempt status to full-time (1.0 FTE), exempt status.

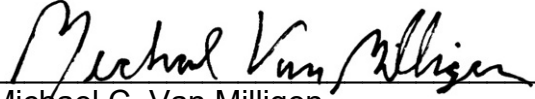
The Human Resources Department utilizes temporary staffing agencies and other City Department's staff to help support these efforts during peak temporary employee hiring and offboarding times of the year. This status change, if approved, would eliminate this need in the future. The additional responsibilities/tasks of annual driving record checking, monitor, and follow up, employee restriction notices, clearinghouse work under new DOT regulations, and the related communication and process management cannot be completed within a .75 FTE workweek. The additional .25 FTE to make this a full-time position is much more conducive to carrying out the cited responsibilities of this role. The position's DOL/Wage and Hour status would also change from non-exempt (eligible for overtime) to exempt (salaried/not eligible for overtime).

The total annual recurring wage and benefit increase for this status change to a fulltime position is \$33,041. If approved on October 6, 2025, this position would be full-time effective October 13th. The actual cost in FY26 is estimated to be \$22,874. In FY26, a twelve-month temporary scanning clerk position is included in the first budget amendment for \$25,350. The HRIS implementation that will begin in January 2026 will require 25% of this budgeted amount, or \$6,337, to scan documents into HRIS. Savings of \$19,013 from the scanning clerk position is available to fund the change of this position to full time. The remaining \$3,861 of cost would be funded by Fiscal Year 2025 general fund savings.

In FY26, a twelve-month temporary scanning clerk position is included in the first budget amendment for \$25,350. The HRIS implementation that will begin in January 2026 will require 25% of this budgeted amount, or \$6,337, to scan documents into HRIS. Savings of \$19,013 from the scanning clerk position is available to fund the change of this position to full time. The remaining \$3,861 of cost would be funded by Fiscal Year 2025 general fund savings.

If approved, future budget years will be factored into the budget process.

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



Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Shelley Stickfort, Chief Human Resources Officer

TO: Mike Van Milligen, City Manager

FROM: Shelley M. Stickfort, Human Resources Director

DATE: October 1, 2025

RE: Request to change HRES position to full-time (1.0 FTE)

BACKGROUND

This request is to change the status of an existing part-time (0.75 FTE) Human Resources Employment Specialist (HRES) position (grade NB12) to a full-time (1.0 FTE) role. Human Resources works collaboratively across all city departments. Our current HR Employment Specialist reviews and processes on average four hundred (400) plus recommendations to hire and employment offer letters annually, as well as being responsible for all pre-employment contingencies for each candidate, including but not limited to, education verification, background checks, employment restriction notices, medical and drug screens, pre-employment paperwork completion, and payroll/personnel action forms processing. In addition, beginning July 1, 2025, annual driving record checks and Clearing House inquiries, along with newly required DOT tasks, are now performed and reviewed for all City of Dubuque departments (21) by the HR Employment Specialist to continue to improve risk management practices. The HR Employment Specialist also provides support to the Talent Acquisition Manager with recruitment efforts.

This position is an essential collaborative role in the Human Resources Department that is the primary point of contact for many workflows, ensuring compliance, and is needed to create an effective and efficient on-boarding process with the Talent Acquisition Manager.

As City staff numbers increase and hiring continues to evolve toward processes and procedures that are consistently compliant with best practices, the need for this position to increase from a part-time status (.75FTE) (6 hours per day) to full-time status (1.0FTE) (8 hours per day) has become evident and essential for employee retention, improved efficiency, consistent presence, increased demand and workload, addressing internal gaps, and assuring legal compliance and risk management.

The current occupant has worked in Human Resources since April 2017 and has been integral in creating process improvements and work efficiencies. She works with a high degree of productivity, and in my opinion, if she were to leave and we were to hire a replacement, it is quite frankly unlikely that new person would be able to carry out the role in a part-time (0.75FTE) capacity even without the additional duties.

ANALYSIS/CONSIDERATIONS

Currently, the Human Resources Department utilizes temporary staffing agencies and other City Department's staff to help support these efforts during peak temporary employee hiring and offboarding times of the year. This status change, if approved, would eliminate this need in the future. The additional responsibilities/tasks of annual driving record checking, monitor, and follow up, employee restriction notices, clearinghouse work under new DOT regulations, and the related communication and process management cannot be completed within a .75 FTE workweek. The additional .25 FTE to make this a full-time position is much more conducive to carrying out the cited responsibilities of this role. The position's DOL/Wage and Hour status would also change from non-exempt (eligible for overtime) to exempt (salaried/not eligible for overtime).

During the current occupant's recent FML, the temporary agency staff hired to perform the basic tasks during the absence was asked to provide information about any identified efficiencies or process improvement suggestions for the role. Please keep in mind the temporary staff did not perform all of the role's tasks, merely those to keep the hiring process background checks moving along. The temporary agency staff person has over 30 years of experience in Human Resources and provided the following response: "My first thought in the last weeks filling in for Amanda is how does she get everything done in 30 hrs...I don't know if full-time is available for this position, but if it isn't, could maybe some of her duties be moved to someone else in the department? I hope I am not overstepping; this is just my experience and thoughts."¹

COST

Laura Bendorf, Budget Manager, has completed a cost analysis should you approve this change. The total annual recurring wage and benefit increase for this status change to a full-time position is \$33,041, using FY26 wage plan and benefit numbers. If approved on October 6, 2025, this position would be full-time effective October 13th, which is the first day of the next full pay period. The actual cost in FY26 is estimated to be \$22,874, representing 18 pay periods.

In FY26, a twelve-month temporary scanning clerk position is included in the first budget amendment for \$25,350. The HRIS implementation that will begin in January 2026 will require 25% of this budgeted amount, or \$6,337, to scan documents into HRIS. Savings of \$19,013 from the scanning clerk position is available to fund the change of this position to full time. The remaining \$3,861 of cost would be funded by Fiscal Year 2025 general fund savings.

If approved, future budget years will be factored in to the budget process.

REQUEST

In consideration of the foregoing information, your approval is requested to change the Human Resources Employment Specialist position from part-time (0.75 FTE), non-exempt status to full-time (1.0 FTE), exempt status.

Thank you in advance for your consideration of this request.

¹¹ The entire email content from Kathy Hannan on July 29, 2025 subject: "Fresh Eyes review/suggestions for process improvement" is attached for your reference.

**City of Dubuque
City Council**

CONSENT ITEMS # 5.

ITEM TITLE:	Resilient Community Advisory Commission Input on Dubuque Area Land and Water Legacy (DALWL) Recommendations
SUMMARY:	Resilient Community Advisory Commission providing a letter to the City Council outlining their input on the recommendations presented by the DALWL group in the document titled "Recommendations for Dubuque City Council, Parks & Recreation Master Plan and Envision 2030."
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

- 1. 25-09-04_Letter to City Council DALWL Recommendations 2025
- 2. 25-08-07 mtg_Land and Water Recommendations



Resilient Community Advisory Commission

City of Dubuque, Iowa

City Council, City of Dubuque
50 W. 13th Street
Dubuque, IA 52001

September 4, 2025

Subject: Support for Dubuque Area Land and Water Legacy Recommendations

Members of the City Council,

The Resilient Community Advisory Commission (RCAC) has reviewed the “Recommendations for Dubuque City Council, Parks & Recreation Master Plan and Envision 2030” document drafted by the Dubuque Area Land and Water Legacy (DALWL).

The commission is broadly supportive of the DALWL recommendations. We strongly support recommendations #6, 7 and 9. These mainly focus on encouraging the city to protect and improve local biodiversity in order to ensure Dubuque remains a uniquely beautiful blend of accessible urban, suburban, and natural landscapes for future generations. These continue to be pressing matters of interest for current residents and younger generations. We believe many city departments, including the Parks and Recreation Department in particular, should incorporate these priorities in their future plans.

The commission raised some concerns with recommendations #1, 8 and 11. Although commissioners largely agree with the sentiment of recommendation 1, that conservation of habitat should be a priority of Parks and Recreation, we felt the resources required for renaming might be better spent implementing other recommendations. Regarding #8 and 11, the RCAC is aware of land use concerns around the airport and may submit its own recommendations in the future and the commission felt recommendation #11 lacked clarity.

These concerns notwithstanding, the RCAC appreciates the work of DALWL in bringing these recommendations forward and encourages City Council to give the document serious and thoughtful consideration.

Sincerely,

Jacob Kohlhaas; Chair
Resilient Community Advisory Commission



DUBUQUE AREA

Land and Water Legacy

Recommendations for Dubuque City Council, Parks & Recreation Master Plan and Envision 2030

Adopted June 21, 2025

1. Consistent with the City’s commitment to sustainability, resilience and climate action, change the name of the department to the “Department of Parks, Recreation and Conservation.”
2. Consistent with the City’s commitment to public-private partnerships, coordinate conservation planning, projects and activities with the Dubuque County Conservation Department as well as other governmental and non-governmental conservation groups.
3. Ensure that all parks and recreation priorities, plans and projects are consistent with conservation goals, guidelines, standards and plans.
4. Extend the consideration and promotion of conservation principles and planning to all City programs, policies and properties, whether or not the properties are managed by the Parks, Recreation and Conservation Department, and to lands within the City’s extraterritorial zoning jurisdiction.
5. Partner with Dubuque County, Dubuque County Soil and Water District and other local, state and federal entities to create and maintain a comprehensive inventory and map of ecological assets for the City of Dubuque and Dubuque County; develop and produce metrics defining the ecological services provided by these assets for policy and decision-making purposes.

(continued on reverse)

6. Prioritize protection of remaining woodland, wetland and grassland habitat, including by supporting the state's forest and fruit tree reserve program and wetlands protection program; re-establish such habitats where possible.
7. Adopt and annually update a comprehensive tree program that invests heavily in new tree plantings and existing tree maintenance inside and outside of the park system, that aggressively addresses invasive plant species, and that provides for sufficient full-time City personnel and equipment to implement.
8. End the use of City-owned property for row crop production. In partnership with non-profits, coops, small/young/beginning/diverse food producers and others, use agricultural ground and other suitable open spaces for pollinator habitat or human food production, including agri-solar developments where possible, with conservation practices endorsed by the Dubuque County Soil and Water Conservation District.
9. Include protections related to conservation, natural resources and the environment in the City's unified development and zoning codes; require adherence to federal, state and local conservation and environmental laws, regulations and ordinances as a condition of development; withhold public subsidy and support from projects not in compliance.
10. Work with Dubuque County and other stakeholders on marquee projects: upgrade/improve/develop Maus Lake/Park and FDR Park for wildlife habitat and multiple low-impact uses, consistent with these recommendations.
11. Jointly prepare and support passage of a county-wide parks, recreation and conservation bond referendum.
12. Consistently advocate publicly for state and federal policies and programs to support implementation of the City Parks, Recreation and Conservation Master Plan.

**City of Dubuque
City Council**

CONSENT ITEMS # 6.

ITEM TITLE:	Proposed Conduit Facilities Agreement between the City of Dubuque and Uniti
SUMMARY:	City Manager recommending City Council approval of a Conduit Facilities Agreement between the City and Uniti (and its subsidiary McLeodUSA Telecommunications Services LLC) to allow the two entities to share conduit and telecommunications equipment in order to reduce costs and improve services in the City of Dubuque.
SUGGESTED DISPOSITION:	Receive and File; Approve
ATTACHMENTS:	
	1. MVM Memo
	2. Windstream Council Memo
	3. Windstream White street project FINAL

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

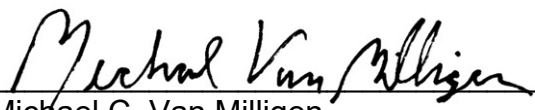
SUBJECT: Proposed Conduit Facilities Agreement between the City of Dubuque and Uniti.

DATE: September 29, 2025

Civil Engineer III David Ness and Sustainable Innovation Consultant David Lyons are recommending City Council approval of a Conduit Facilities Agreement between the City and Uniti (and its subsidiary McLeodUSA Telecommunications Services LLC) to allow the two entities to share conduit and telecommunications equipment in order to reduce costs and improve services in the City of Dubuque.

The estimated market value of the space provided by Windstream/Uniti is \$18,000 and the estimated market value of the conduit provided by City is \$19,019, making this agreement a relatively neutral exchange of value. This agreement represents the lowest cost option by far for the City to close this network gap.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
David Ness, Civil Engineer III
David Lyons, Sustainable Innovation Consultant
Barry Lindahl, Senior Counsel
Jim Bousley, Project Engineer
Joe Pregler, Chief Information Officer

TO: Michael C. Van Milligen, City Manager

FROM: David Ness, Civil Engineer III
David Lyons, Sustainable Innovation Consultant

SUBJECT: Proposed Conduit Facilities Agreement between the City of Dubuque and Uniti.

DATE: Sept 19, 2025

INTRODUCTION

The purpose of this memo is to request approval of a Conduit Facilities Agreement between the City and Uniti (and its subsidiary McLeodUSA Telecommunications Services LLC) to allow the two entities to share conduit and telecommunications equipment in order to reduce costs and improve services in the City of Dubuque.

BACKGROUND

In 2016 the City of Dubuque undertook its Broadband Acceleration Initiative. The Initiative focuses on public/private collaborations and includes a comprehensive strategy to reduce the cost and time required for broadband expansions in Dubuque. This includes expansion of the City's fiber network used to support public safety. The collaboration has been extremely effective and the community is nearing 100% availability of fiber to the home/business and enjoys significantly expanded fiber access for public safety purposes. However, there remain a few "gaps" in that availability and coverage, normally due to a specific issue such as topography, property access or distance. City staff continue to analyze each gap and develop collaborations to close them.

DISCUSSION

One such gap in coverage exists in certain sections of downtown Dubuque due to the existence of "green alleys". While these alleys are an aesthetic and environmental improvement for the community, they make construction or replacement of telecommunications conduit more difficult. In the case of most green alleys, the City can avoid construction by going "aerial" for a short distance with its fiber. However, in the areas covered by this agreement there is too little space on the existing electricity poles in these alleys for the City to use for its fiber. Uniti has previously leased space on Alliant poles in these areas for the potential future needs of their ISP subsidiary Windstream. If this space were made available to the City, it could complete its aerial connections and close the gap.

In speaking with Windstream, City staff discovered that Windstream had a need for conduit to link their existing network to a major client, and that City has existing conduit along that route with excess capacity. The teams met and proposed that both parties achieve their objectives in a cost-effective way by sharing assets. In Windstream/Uniti's case, they would share the space that they leased on Alliant poles with the City so it could close this downtown gap. In the City's case, it would allow Windstream to place fiber in

existing City conduit to reach their client.

BUDGET IMPACT

The estimated market value of the space provided by Windstream/Uniti is \$18,000 and the estimated market value of the conduit provided by City is \$19,019, making this agreement a relatively neutral exchange of value. This agreement represents the lowest cost option by far for the City to close this network gap.

RECOMMENDATION AND ACTION REQUESTED

This Agreement supports Dubuque's Broadband Acceleration Initiative, assists a partner ISP in expanding its service within the community and allows the City to cost effectively extend its public safety fiber network. We would respectfully request your approval and recommendation to City Council.

CC: Crenna Brumwell, City Attorney
Barry Lindahl, Senior Counsel
Jim Bousley, Project Engineer
Joe Pregler, Chief Information Officer

**CONDUIT FACILITIES AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE IOWA AND
UNITI**

THIS AGREEMENT, dated for reference purposes the _____ day of _____, 2025, is made and entered into by and between the City of Dubuque ("City") and McLeodUSA Telecommunications Services, LLC, a part of the Uniti family of companies ("Uniti") ("the Parties").

In consideration of the mutual covenants contained in this Agreement, the sufficiency of which is acknowledged, the Parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES.

1.1 City is a political subdivision of the State of Iowa incorporated in accordance with relevant provisions of Iowa law. City's address for purposes of this Agreement is City Hall, 50 W. 13th Street, Dubuque, IA 52001.

1.2 Uniti is a limited liability company whose address for purposes of this Agreement is 4005 N Rodney Parham Rd, Little Rock, AR 72212.

SECTION 2. DEFINITIONS. The following words shall have the meanings set forth below. Words in the singular shall be held to include the plural and vice versa.

"Agreement" means this document including any conduit, equipment and services referenced within this document.

"Designated Conduit" shall mean one 16/12 microduct the location of which is generally described running from the NE corner of the intersection of White Street and East 24th Street to the SE Corner of the intersection of White Street and East 27th Street and then to the SE Corner of the intersection of East 27th Street and Washington Street and as further shown on Attachment A.

"Communications Equipment" means facilities or equipment provided, owned, managed or installed by City in, around or on the Designated Conduit.

SECTION 3. PARTIES' OBLIGATIONS.

3.1 City shall provide Uniti access and permission to use the Designated Conduit, as set out in Attachment A. The estimated one-time cost to City is Nineteen Thousand Nineteen Dollars (\$19,019.00) (2,717 lf x \$7 per lf = \$19,019). Uniti shall bear the costs of access and use of the Designated Conduit.

3.2 Uniti shall provide City with access and permission to use Uniti pole authorizations on the Alliant utility poles identified in Attachment B. The estimated one-

time cost to Uniti is Eighteen Thousand Dollars (\$18,000.00) (36 poles X \$500 per pole = \$18,000). City shall bear the cost of access and use of the designated poles.

3.3 City or City's authorized contractor shall perform all maintenance on the Designated Conduit, including any conduit repairs, restoration, and relocation that becomes necessary during the term of this Agreement. If City incurs any costs associated with conduit repairs, restoration or relocation, Uniti shall reimburse City for fifteen percent (15%) of the cost. If a third party is responsible for the conduit repair, restoration or relocation and City is unable to collect the cost of the repair from the third party, Uniti shall reimburse the City for Uniti's share of the cost of the repair as described above.

3.4 Each party will notify the other if it detects any problems that may interrupt service. Uniti's contact is Stephen Kness at 319-538-1985 Stephen.Kness@uniti.com. City's Coordinator: Dave Ness 563-589-1722 dness@cityofdubuque.org

SECTION 4. TERM The initial term of this Agreement shall be twenty (20) years from the _____ day of _____, 2025 through the _____ day of _____, 2045 (the "Initial Term") unless terminated earlier in accordance with the Termination section of this Agreement. Upon the expiration of the Initial Term, the Agreement may be extended upon the mutual written agreement of the parties at no additional cost to either party for an additional ten (10) year term.

SECTION 5. EXCLUSION OF WARRANTIES. City makes no warranty to Uniti or any other entity, whether express, implied or statutory, as to the installation, description, quality, merchantability, completeness, useful life, future economic viability, or fitness for any particular purpose of the designated conduit or as to any other matter, all of which warranties are hereby expressly excluded and disclaimed.

Uniti makes no warranty to City or any other entity, whether express, implied or statutory, as to the installation, description, quality, merchantability, completeness, useful life, future economic viability, or fitness for any particular purpose of the poles or strand which City will access or as to any other matter, all of which warranties are hereby expressly excluded and disclaimed.

SECTION 6. INDEMNIFICATION.

6.1 Uniti and City shall each indemnify and hold the other, their officers and employees, harmless from and against any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments arising directly out of the negligence or wrongful acts or omissions of any of the officers, agents, or employees of the indemnifying party in the performance of this Agreement.

6.2 Nothing contained herein shall operate as a limitation on the right of either party hereto to bring an action for damages against any third party, including indirect, special or consequential damages, based on any acts or omissions of such third party as such acts or omissions may affect the construction, operation or use of the Designated Conduit;

provided, however, that each party hereto shall assign such rights or claims, execute such documents and do whatever else may be reasonably necessary to enable the other party to pursue any such action against such third party.

SECTION 7. LIMITATION OF LIABILITY. Notwithstanding any provision of this Agreement to the contrary, in no event shall either party be liable to the other party for any special, incidental, indirect, punitive or consequential damages, arising out of, or in connection with, transmission interruptions or problems, or any interruption or degradation of service, including, but not limited to, damage or loss of property or equipment, loss of profits or revenue, cost of capital, cost of replacement services, or claims of customers, whether occasioned by any construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, the other party for breach of contract or breach of warranty.

SECTION 8. EQUIPMENT. Uniti shall have sole responsibility for installation, testing and operation of Uniti fiber or equipment. City shall not be responsible for the operation or maintenance of any Uniti fiber or equipment. City shall not be responsible for the transmission or reception of communications or signals by Uniti's fiber or equipment or for the quality of, or defects in, such transmission or reception.

SECTION 9. TERMINATION. Either party may terminate this Agreement for cause if the other party breaches a material obligation of this Agreement and fails to correct the breach within thirty (30) days of receiving written notice of the breach from the non-breaching party.

SECTION 10. CONTRACT ADMINISTRATION.

10.1 Amendments. This Agreement may be amended in writing from time to time in the same manner in which this Agreement was approved.

10.2 Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement. This Agreement is intended only to benefit Uniti and City.

10.3 Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any judicial proceeding is commenced in connection with this Agreement, the exclusive jurisdiction and venue for the proceeding shall be in the Iowa District Court for Dubuque County.

10.4 Integration. This Agreement, including all the documents incorporated by reference, represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in this Agreement. The parties agree that if a Schedule, Addendum, Rider or Exhibit or other document is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

10.5 Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent/principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

10.6 Waiver. Any breach or default by either party shall not be waived or released other than by writing signed by the other party. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

10.7 Notices. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing (i) by registered or certified mail, return receipt requested, or (ii) by receipted hand deliver, or (iii) by Federal Express, courier, or other similar and reliable carrier, or (iv) by email, which shall be addressed to each party as set forth as follows:

TO CITY: Michael C. Van Milligen
 City Manager
 50 W. 13th Street
 Dubuque, IA 52001

TO UNITI: (TBD)

WITH A COPY TO: Windstream.Legal.Notices@windstream.com

Each such notice shall be deemed to have been provided at the earliest of the following:

(a) at the time it is actually received; (b) in the case of overnight hand delivery courier or services such as Federal Express with guaranteed next day delivery, within one day; or (c) in the case of registered U.S. Mail, within five (5) days.

From time to time, the Parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other Party and as provided herein.

10.8 Cumulative Rights. The various rights, powers, options, elections and remedies of either party, provided in this Agreement, shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law. Nothing in this Agreement shall be construed as affecting, impairing or limiting the equitable or legal remedies to which either party may be entitled as a result of any breach of this Agreement.

10.9 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the invalid portion shall be severed from this Agreement. Such a determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

10.10 Obligations beyond Agreement Term. This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement. All obligations of the parties incurred or existing under this Agreement as of the date of expiration, termination or cancellation will survive the expiration, termination or cancellation of this Agreement.

10.11 Authorization. Each party to this Agreement represents and warrants to the other that it has the right, power and authority to enter into and perform its obligations under this Agreement and that it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement. This Agreement constitutes a legal, valid and binding obligation upon the parties in accordance with its terms.

10.12 Successors in Interest. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

10.13 Counterparts and Facsimile Signatures. The parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument. The parties further agree that the signatures on this Agreement or any amendment or schedule may be manual or a facsimile signature of the person authorized to sign the appropriate document. All authorized facsimile signatures shall have the same force and effect as if manually signed.

10.14 Taxes. City is a tax-exempt entity and no payment will be made for any taxes for any purpose by City.

10.15 Further Assurances and Corrective Instruments. Uniti agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

10.16 Assignment and Delegation. This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party, which shall not be unduly withheld. Notwithstanding anything to the contrary contained in this Agreement, assignment or transfer shall not include, and any condition to assignment shall not apply in the event of (i) a transfer of this Agreement to an entity which is the parent of Uniti, subsidiary of Uniti, affiliate of Uniti, or shall directly or indirectly control, be controlled by, or be under common control with, Uniti; (ii) a sale of ownership interest or issuance of new ownership interests, directly or indirectly, in Uniti; (iii) a change of control;

and/or (iv) a transaction in which any entity succeeds to all or substantially all of the assets of Uniti or to all or substantially all of the assets operated by Uniti in a specific geographic area containing the Designated Conduit whether by merger, consolidation, sale or otherwise provided such successor entity assumes in full the obligations of Uniti under this Agreement. Uniti shall notify City, in writing, of any such assignment or sublease within ninety (90) days after its occurrence.

10.17 Insurance. Uniti shall at all times during the performance of this Agreement maintain insurance as set forth in the attached Insurance Schedule.

SECTION 11. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

CITY OF DUBUQUE

UNITI

Michael C. Van Milligen, City Manager

Christopher L Proctor, VP-OSP Eng.

INSURANCE SCHEDULE

1. The lessee, licensee, or permittee (Uniti) shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the lease, license, or permit commencement. All lessees of City property and right of way licensees or permittees shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. The lessee, licensee, or permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of the lease, license, or permit.
6. All required blanket endorsements shall be attached to certificate.
7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The lessee, licensee, or permittee must identify and list in writing all deviations and exclusions from the ISO form.
8. Licensee is solely responsible for ensuring that its subcontractors maintain insurance coverage that is usual, reasonable, and customary for the services provided by such contractors to ensure that Licensee can meet its requirements and obligations under this Agreement.
9. Lessee, license & permittees shall be responsible for deductibles and self-insured retention and for payment of all policy premiums and other costs associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number and email address.
- .
11. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

INSURANCE SCHEDULE (Continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02 or equivalent. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit." or equivalent
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others Endorsement.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

If, by Iowa Code Section 85.1A, the lessee, licensee, or permittee is not required to purchase Workers' Compensation Insurance, the lessee, licensee, or permittee shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

INSURANCE SCHEDULE A (Continued)

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ * ☐ No

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

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

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2010. (Ongoing operations) or its equivalent and CG2037(completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.

D) PROPERTY INSURANCE REQUIRED BY LEASE, LICENSE, OR PERMIT

☐ Yes ☐ * ☐ No

Evidence of property coverage provided: ☐ Yes

Include the City of Dubuque as Lender Loss Payable.

E) RIGHT-OF-WAY WORK ONLY:

UMBRELLA/EXCESS	\$1,000,000
-----------------	-------------

☐ * ☐ Yes ☐ No

The General Liability, Automobile Liability and Workers Compensation insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including Waiver of Subrogation AND Primary and Non-contributory in favor of the City.

F) FLOOD INSURANCE

☐ Yes ☐ * ☐ No

If Required Coverage \$ _____

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.
5. No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

ATTACHMENT A



ATTACHMENT B

Reference_	Pole_Tag_N
307	00740337
308	00740338
309	00740339
310	00741342
311	00741344
312	00741356
313	00741358
314	00042596
315	00741359
316	00741362
317	00741357
318	00741345
319	00741327
320	00741339
321	00741363
333	00307406
334	00307405
335	00025961
336	00307344
337	00307354
338	00010874
339	00025625
340	00042835
341	00025658
342	00741188
343	00741187
344	00741186
345	00255450
346	00255459
362	00010886
363	00307408
364	00305197
365	00025505
366	00010734
367	00255562

**City of Dubuque
City Council**

CONSENT ITEMS # 7.

ITEM TITLE: Acceptance of Grant of Easement for Sanitary Sewer Utility across Molo Oil Company Property at 150 Cedar Cross Road in Dubuque

SUMMARY: City Manager recommending City Council accept a grant of easement for sanitary sewer utility from Molo Oil Company for a public sanitary sewer extension across Part of Lot 1-2 of Mineral Lot 230 and Lot 1-3-3 of Mineral Lot 231, in the City of Dubuque, Iowa, as part of the adjacent Joel Callahan (CCI5, LLC) apartment complex development on Cedar Cross Road.

RESOLUTION Accepting A Grant Of Easement For Sanitary Sewer Utility Through, Under, And Across Part Of Lot 1-2 Of Mineral Lot 230 And Lot 1-3-3 Of Mineral Lot 231, In The City Of Dubuque, Iowa

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

ATTACHMENTS:

1. MVM Memo
2. 1 memo accept ease molo san sewer
3. 2 resolution accept ease molo san sewer
4. 3 molo san easement signed
5. 4 CC AREA MAP MOLO EASEMENT

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Acceptance of Grant of Easement for Sanitary Sewer Utility across Molo Oil Company Property at 150 Cedar Cross Road in Dubuque

DATE: September 29, 2025

City Engineer Gus Psihoyos is recommending City Council accept a grant of easement for sanitary sewer utility from Molo Oil Company for a public sanitary sewer extension across Part of Lot 1-2 of Mineral Lot 230 and Lot 1-3-3 of Mineral Lot 231, in the City of Dubuque, Iowa, as part of the adjacent Joel Callahan (CCI5, LLC) apartment complex development on Cedar Cross Road.

The attached Grant of Easement shows the new sanitary sewer easement across Part of Lot 1-2 of Mineral Lot 230 and Lot 1-3-3 of Mineral Lot 231, in the City of Dubuque, Iowa. Molo Oil Company has executed the Grant of Easement which allows the City to own, access, and maintain the sanitary sewer improvements. The easement has been executed by the property owner. A copy of the executed easement is attached.

Once constructed, inspected and approved, the City of Dubuque will own and maintain the public sanitary sewer utility extension.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Nate Kieffer, PE/PLS

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Acceptance of Grant of Easement for Sanitary Sewer Utility across Molo Oil Company Property at 150 Cedar Cross Road in Dubuque

DATE: September 23, 2025

INTRODUCTION

The purpose of this memorandum is to seek acceptance of a grant of easement for sanitary sewer utility from Molo Oil Company for a public sanitary sewer extension across Part of Lot 1-2 of Mineral Lot 230 and Lot 1-3-3 of Mineral Lot 231, in the City of Dubuque, Iowa, as part of the adjacent Joel Callahan (CCI5, LLC) apartment complex development on Cedar Cross Road.

BACKGROUND

Per the Development Agreement between the City of Dubuque and CCI5, LLC, approved by the City Council via Resolution 175-25, the parties wished to set forth terms for the extension of a proposed public sanitary sewer utility thru parts of Lot 1-2 of Mineral Lot 230 and Lot 1-3-3 of Mineral Lot 231 (Molo Oil Company Property), in the City of Dubuque, Iowa. Per said agreement CCI5, LLC was to acquire, for the City of Dubuque, a public sanitary sewer utility easement through the Molo Oil Company Property for the City's ownership and maintenance of the public sanitary sewer extension improvements.

DISCUSSION

The attached Grant of Easement shows the new sanitary sewer easement across Part of Lot 1-2 of Mineral Lot 230 and Lot 1-3-3 of Mineral Lot 231, in the City of Dubuque, Iowa. Molo Oil Company has executed the Grant of Easement which allows the City to own, access, and maintain the sanitary sewer improvements. The easement has been executed by the property owner. A copy of the executed easement is attached.

Once constructed, inspected and approved, the City of Dubuque will own and maintain the public sanitary sewer utility extension.

CCI5, LLC will be granting the City a similar easement for the portion of the sewer extension over CCI5, LLC property at a future date.

RECOMMENDATION

I recommend accepting the Grant of Easement for Sanitary Sewer Utility through, under and Part of Lot 1-2 of Mineral Lot 230 and Lot 1-3-3 of Mineral Lot 231, in the City of Dubuque, Iowa, as shown on Exhibit A on the attached Grant of Easement.

ACTION TO BE TAKEN

I respectfully request acceptance of the Grant of Easement for Sanitary Sewer Utility from Molo Oil Company through the adoption of the enclosed resolution.

Prepared by Nate Kieffer, PE/PLS

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270

Return to: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270

RESOLUTION NO. -25

ACCEPTING A GRANT OF EASEMENT FOR SANITARY SEWER UTILITY THROUGH, UNDER, AND ACROSS PART OF LOT 1-2 OF MINERAL LOT 230 AND LOT 1-3-3 OF MINERAL LOT 231, IN THE CITY OF DUBUQUE, IOWA, IN THE CITY OF DUBUQUE, IOWA

Whereas, per the Development Agreement between the City of Dubuque and CCI5, LLC, approved by the City Council via Resolution 175-25, the parties wished to set forth terms for the extension of a proposed public sanitary sewer utility thru parts of Lot 1-2 of Mineral Lot 230 and Lot 1-3-3 of Mineral Lot 231 (Molo Oil Company Property), in the City of Dubuque, Iowa; and

Whereas, per said agreement CCI5, LLC was to acquire for the City of Dubuque a public sanitary sewer utility easement through the Molo Oil Company Property for the City's ownership and maintenance of the public sanitary sewer extension improvements; and

Whereas, Molo Oil Company has executed a Grant Easement for Sanitary Sewer Utility through, over and across Part of Lot 1-2 of Mineral Lot 230 and Lot 1-3-3 of Mineral Lot 231, in the City of Dubuque, Iowa.

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

Section 1. The City Council of the City of Dubuque, Iowa, hereby approves of, accepts and consents to the Grant of Easement for Sanitary Sewer Utility through, over and across Part of Lot 1-2 of Mineral Lot 230 and Lot 1-3-3 of Mineral Lot 231, in the City of Dubuque, Iowa, in the City of Dubuque, Iowa from Molo Oil Company a copy of which is attached hereto.

Section 2. The Mayor is hereby authorized and directed to execute and acknowledge on behalf of the City of Dubuque any instruments in connection herewith.

Passed, approved and adopted this 6th day of October, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, Iowa 52001 (563)589-4270
Return to: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, Iowa 52001 (563)589-4270

GRANT OF EASEMENT FOR SANITARY SEWER UTILITY

For and in consideration of the Ten and 00/100's Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, MOLO OIL COMPANY, ("Grantor"), of Dubuque County, State of Iowa, for themselves, their heirs and assigns, do hereby grant, sell and convey to the CITY OF DUBUQUE, IOWA, ("Grantee"), a municipal corporation, its agents and contractors, from the date hereof, rights of ways and easements through, under and across the following described real estate situated in Dubuque, Iowa, to wit:

Part of Lot 1-2 of Mineral Lot 230 and Lot 1-3-3 of Mineral Lot 231, in the City of Dubuque, Iowa, as shown on Exhibit A attached hereto and by reference made a part hereof.

Said easement shall be as shown on the attached Exhibit A for the purpose of constructing and maintaining a sanitary sewer utility and other appurtenances, along with the right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol and remove said improvements. Said easement shall also include the right to cut, trim or remove trees, bushes and roots as may be required incident to rights given herein.

Together with the right to enter upon said property during the period of construction until the project is accepted by City Council.

It is understood and agreed that the Grantee herein shall restore the disturbed area due to the construction, maintenance or repair of said sanitary sewer and appurtenances.

Grantor shall not erect any structure over or within the easement area without obtaining the prior written approval of the City Engineer. Grantor shall not change the grade, elevation, and contour or perform any construction or excavation that will diminish the lateral support or integrity of said improvements without obtaining the prior written consent of the City Engineer.

To have and to hold unto the said City of Dubuque, Iowa, forever, and the undersigned do hereby expressly covenant that they are the owners in fee of said real estate and have good right to execute this agreement, and that the Grantee, its agents or contractors, shall at all times have free access to and egress from and over said real estate to maintain or repair said sanitary sewer utility thereon or therein.

Dated at Dubuque, Iowa this 8th day of August, 2025.

MOLO OIL COMPANY

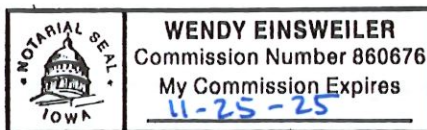
By: Mark E. Molo
Mark E. Molo, President

NOTARY PUBLIC

STATE OF IOWA,

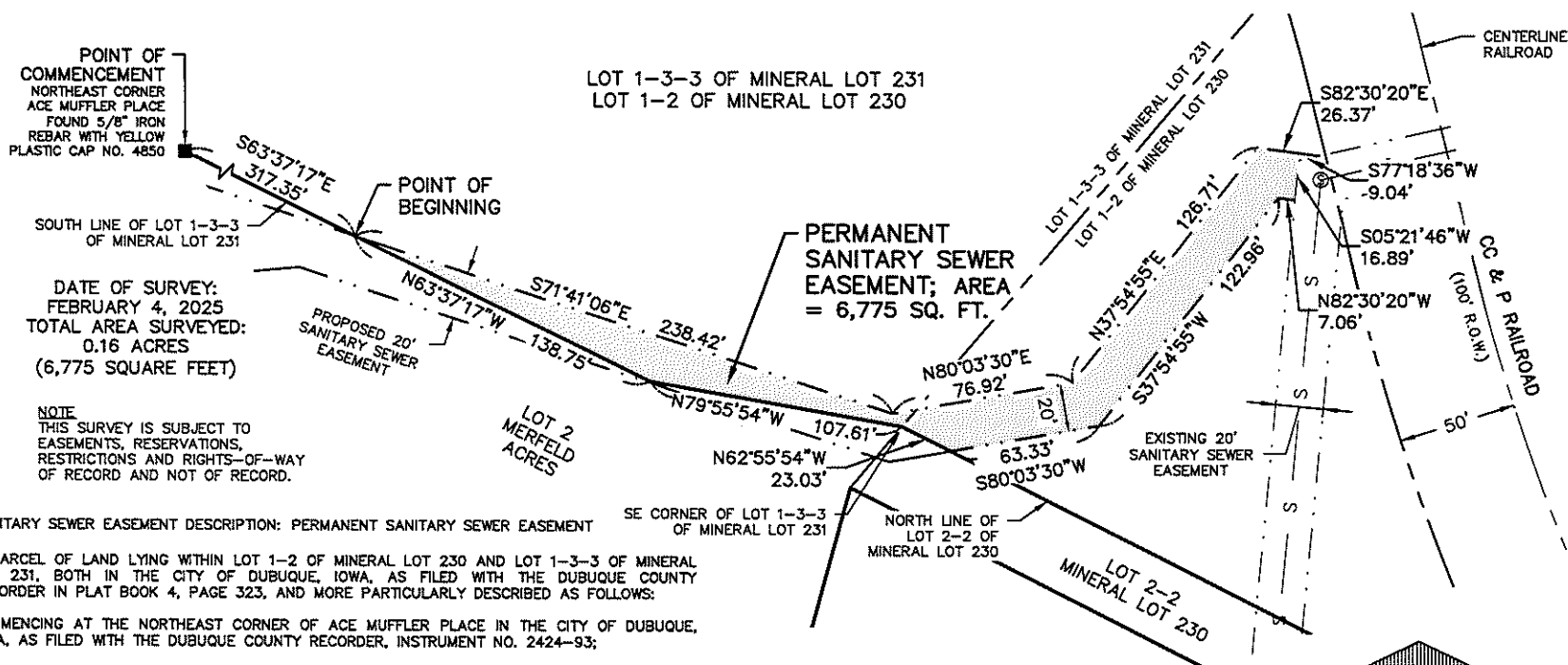
COUNTY OF DUBUQUE, SS:

On this 25 day of AUGUST, A.D., 2025 before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Mark Molo to me known to be the identical person(s) named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.



Wendy Einsweiler
Notary Public In and For Said State

EXHIBIT A **A PERMANENT SANITARY SEWER EASEMENT LYING WITHIN LOT 1-2 OF MINERAL LOT 230** **AND LOT 1-3-3 OF MINERAL LOT 231 IN THE CITY OF DUBUQUE, IOWA**



POINT OF COMMENCEMENT
 NORTHEAST CORNER
 ACE MUFFLER PLACE
 FOUND 5/8" IRON
 REBAR WITH YELLOW
 PLASTIC CAP NO. 4850

LOT 1-3-3 OF MINERAL LOT 231
 LOT 1-2 OF MINERAL LOT 230

DATE OF SURVEY:
 FEBRUARY 4, 2025
 TOTAL AREA SURVEYED:
 0.16 ACRES
 (6,775 SQUARE FEET)

NOTE
 THIS SURVEY IS SUBJECT TO
 EASEMENTS, RESERVATIONS,
 RESTRICTIONS AND RIGHTS-OF-WAY
 OF RECORD AND NOT OF RECORD.

SANITARY SEWER EASEMENT DESCRIPTION: PERMANENT SANITARY SEWER EASEMENT

A PARCEL OF LAND LYING WITHIN LOT 1-2 OF MINERAL LOT 230 AND LOT 1-3-3 OF MINERAL LOT 231, BOTH IN THE CITY OF DUBUQUE, IOWA, AS FILED WITH THE DUBUQUE COUNTY RECORDER IN PLAT BOOK 4, PAGE 323, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF ACE MUFFLER PLACE IN THE CITY OF DUBUQUE, IOWA, AS FILED WITH THE DUBUQUE COUNTY RECORDER, INSTRUMENT NO. 2424-93;

THENCE SOUTH 63 DEGREES 37 MINUTES 17 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 1-3-3 OF MINERAL LOT 231, 317.35 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 71 DEGREES 41 MINUTES 06 SECONDS EAST, 238.42 FEET;
 THENCE NORTH 80 DEGREES 03 MINUTES 30 SECONDS EAST, 76.92 FEET;
 THENCE NORTH 37 DEGREES 54 MINUTES 55 SECONDS EAST, 126.71 FEET;
 THENCE SOUTH 82 DEGREES 30 MINUTES 20 SECONDS EAST, 26.37 FEET TO THE WEST LINE OF AN EXISTING 20' SANITARY SEWER EASEMENT;
 THENCE SOUTH 77 DEGREES 18 MINUTES 36 SECONDS WEST ALONG SAID WEST LINE, 9.04 FEET;
 THENCE SOUTH 05 DEGREES 21 MINUTES 46 SECONDS WEST ALONG SAID WEST LINE, 16.89 FEET;
 THENCE NORTH 82 DEGREES 30 MINUTES 20 SECONDS WEST, 7.06 FEET;
 THENCE SOUTH 37 DEGREES 54 MINUTES 55 SECONDS WEST, 122.96 FEET;
 THENCE SOUTH 80 DEGREES 03 MINUTES 30 SECONDS WEST, 63.33 FEET TO THE NORTH LINE OF SAID LOT 2-2 OF MINERAL LOT 230;
 THENCE NORTH 62 DEGREES 55 MINUTES 54 SECONDS WEST ALONG SAID NORTH LINE, 23.03 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1-3-3 OF MINERAL LOT 231;
 THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 1-3-3 OF MINERAL LOT 231, THE FOLLOWING TWO (2) COURSES: NORTH 79 DEGREES 55 MINUTES 54 SECONDS WEST, 107.61 FEET; NORTH 63 DEGREES 37 MINUTES 17 SECONDS WEST, 138.75 FEET TO THE POINT OF BEGINNING.

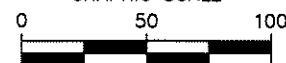
SAID SANITARY SEWER EASEMENT CONTAINING 6,775 SQUARE FEET OR 0.16 ACRES, MORE OR LESS, AND SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS, AND RIGHT-OF-WAY RECORD AND NOT OF RECORD.

LEGEND

PROPERTY LINE
 EASEMENT LINE
 SANITARY SEWER EASEMENT
 RECORDED AS



GRAPHIC SCALE



1" = 50'

DRAWING MAY HAVE BEEN REDUCED

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

FOR ORIGIN DESIGN CO.

DANIEL L. MARTI DATE
 LICENSE NO. 22021 MY LICENSE RENEWAL DATE IS 12/31/2025
 PAGES OR SHEETS COVERED BY THIS SEAL THIS SHEET ONLY

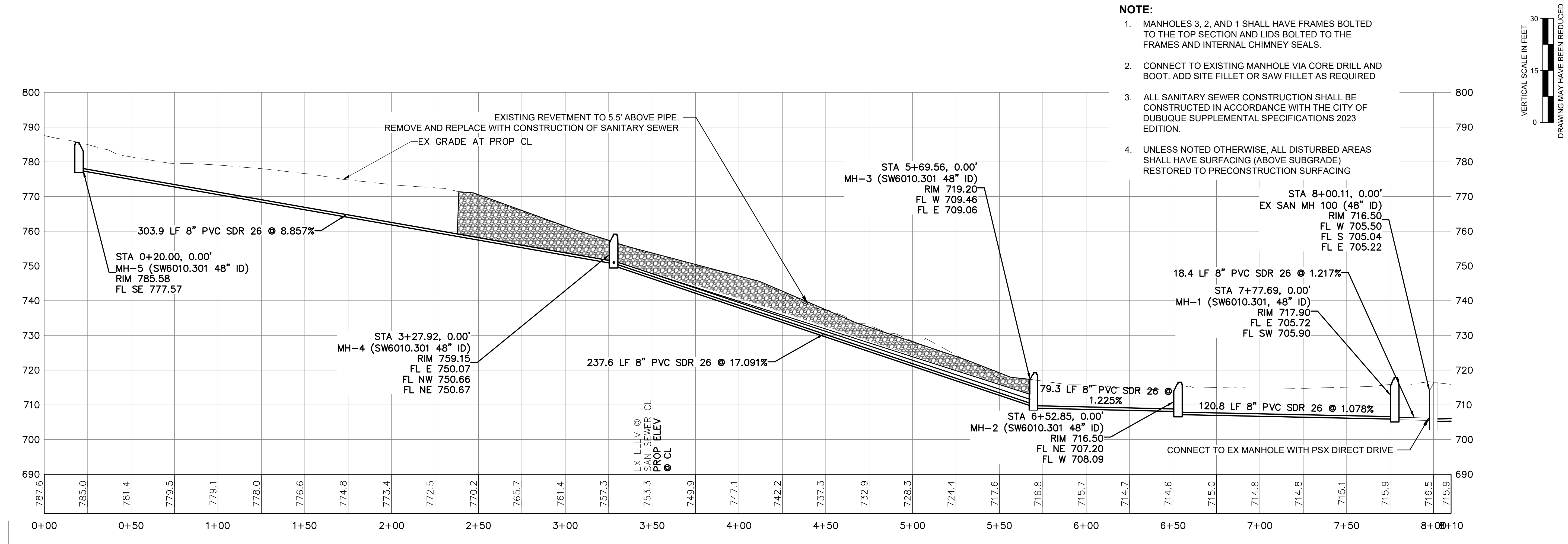
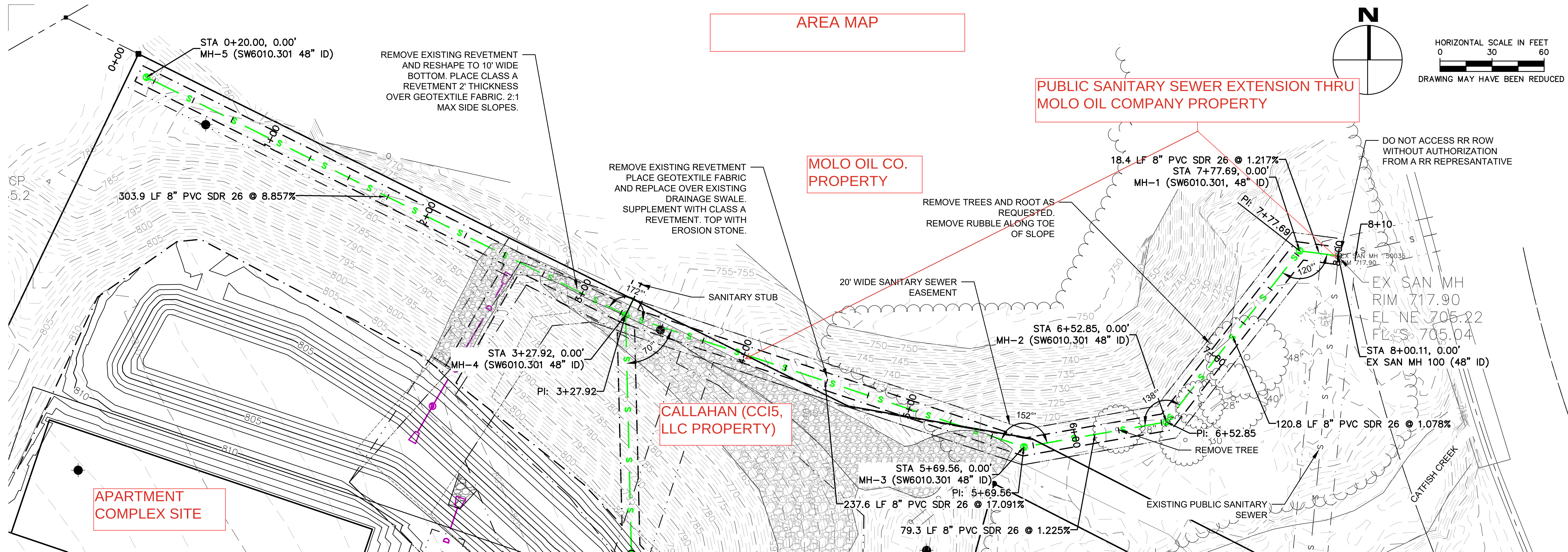
origin
 design

800 556-4491 origindesign.com

DRAWN	DLM	PLAT NO.	6-1A-25
CHECKED	CSB	PROJ. NO.	23173
DATE	2-14-2025	SHEET	1 of 1
P:\23173\DRAWINGS\SURVEY\13130 MOLO EASEMENT			

Index Legend

Location:	LOT 2-2 MINERAL LOT 211A LOT 1-3-3 MINERAL LOT 231 LOT 1-2 MINERAL LOT 230 IN THE CITY OF DUBUQUE DUBUQUE COUNTY, IOWA
Proprietor:	MOLO OIL COMPANY 123 SPOUTHERN AVENUE
Requestor:	JOEL CALLAHAN
Surveyor:	DANIEL L. MARTI
Company:	ORIGIN DESIGN CO., 137 MAIN STREET DUBUQUE, IOWA 52001 PHONE: (563)558-2464



**City of Dubuque
City Council**

CONSENT ITEMS # 8.

ITEM TITLE:	Updated Handout - New Housing Creation
SUMMARY:	City Manager providing a copy of the updated handout on new housing units approved, under review, under construction, or recently completed in Dubuque.
SUGGESTED DISPOSITION:	Receive and File

- ATTACHMENTS:**
- 1. Housing Incentives - New Units Handout - Sept 22 2025

CREATING HOUSING OPPORTUNITIES

New Housing Units Approved,
Under Review, Under
Construction, or Completed

THE CITY OF
DUBUQUE
Masterpiece on the Mississippi

2,601 Total Lots/Units
as of Sept. 22, 2025, including
392 Workforce Units

Residential Subdivision Lot Availability			
Development	Location	Lots/Units Available	Use
North Grandview Estates	North Grandview/32nd Street	32 Lots/Units	Single-Family/Apartment
Rustic Point Estates #2	Derby Grange/Kennedy Roads	40 Units	Single-Family/Duplex
Sky Blue Estates*	Sky Blue Drive	4 Lots	Single-Family
Silver Oaks Subdivision	Elmwood/Silver Oaks Drive	127 Lots	Single-Family/Duplex
South Pointe Estates*	Rockdale Road/South Pointe Drive	37 Units	Single-Family/Duplex
Timber-Hyrst Estates	Creekwood Drive/Cherry Ridge	21 Lots	Single-Family/Duplex/Townhomes
The Farm/Switch Homes	End of Tiffany Court	18 Lots	Single-Family

*Subdivision has additional phases

TOTAL: 279

Residential Development - Under Review			
Development	Location	# of Lots/Units	Use
Visitation/AHNI	900 Alta Vista Street	25 Units	Workforce Apartments
Carter Road Apartments	Carter Road	40 Units	Market-Rate Apartments
Farley & Loetscher, LLC	801 Jackson Street	126 Units	Market-Rate Apartments
1701 Central Ave. Apartments	1701 Central Avenue	4 Units	Market-Rate Apartments
Bridge Lofts	35 Locust Street	81 Units	Market-Rate Apartments/Mixed Use
Iowa Street Lofts	1248 Iowa Street	17 Units	Market Rate Apartments
Millwork Flats	1065 Jackson Street	76 Units	Market-Rate Apartments
Plastic Center, Inc.	408 W. Fifth Street	9 Units	Market-Rate Apartments
Corridor DBQ	1527 Central Avenue	10 Units	Market-Rate Apartments
Wilson House Apartments	1243 Locust Street	5 Units	Market-Rate Apartments
1301 Central Ave. Apartments	1301 Central Avenue	30 Units	Market-Rate Apartments
Fifth & Main St. Apartments	200 W. Fifth Street	102 Units	Market-Rate Apartments/Mixed Use

TOTAL: 525

Residential Subdivision - Under Construction			
Development	Location	# of Units	Use
The Farm/Switch Homes	End of Tiffany Court	84 Lots	Single-Family
South Pointe Phase 2	South Pointe Drive	21 Lots	Single-Family
		22 Units	Duplex
Callahan Apartments	380 Cedar Cross Road	180 Units	Market-Rate Apartments

TOTAL: 307

ADDITIONAL DETAILS ON BACK

CONTINUED FROM PAGE 1

Residential Development - Approved			
Development	Location	# of Lots/Units	Use
The Stacks	Ice Harbor Drive	187 Units	Market-Rate Apartments
Fox Hills Apartments	End of Plaza Drive	390 Units	Market-Rate Apartments

TOTAL: 577

Multi-Family Development - Under Construction			
Development	Location	# of Units	Use
Carich Property LLC Apartments	1734-36 Central Avenue	8 Units	Workforce/Market-Rate Apartments
Cedar Lake Apartments	Lake Ridge Drive	42 Units	Market-Rate Apartments
799 Main Street Apartments	799 Main Street	36 Units	Market-Rate Apartments
St. Anthony's School	2175 Rosedale Avenue	22 Units	Market-Rate Apartments
1706 Central Apartments	1706 Central Avenue	11 Units	Market-Rate Apartments
Emri Apartments	Radford Road	48 Units	Workforce Family Housing Apartments
Union at the Marina	1860 Hawthorne Street	201 Units	Workforce Family Housing
Habitat for Humanity	Wood Street	16 Units	Workforce Single-Family Homes

TOTAL: 384

Cooperative Community Development - Under Construction			
Development	Location	# of Units	Use
Estates of Dubuque	Barnwood Lane/Lasso Court	35 Units	Single-Family/Cooperative Community

TOTAL: 35

Residential Development - Completed/Constructed			
Development	Location	# of Units	Use
Gardens of Dubuque	1895 Radford Road	50 Units	Workforce Family Housing Apartment
Kretschmer Lofts	895 Washington Street	48 Units	Market-Rate Apartments
Roosevelt West	1865 Radford Road	44 Units	Workforce Senior Housing Apartment
Miller 4-Plex	3545 East Gate Court	4 Units	Market-Rate Apartments
Mount Carmel - Sisters of Charity Phase 1	1100 Carmel Drive	60 Units 46 Units 22 Units	Skilled Nursing Assisted Living Memory Care
Mount Carmel - Sisters of Charity Phase 2	1100 Carmel Drive	116 Units	Independent Living
Chadwick Block Apartments	249 W. 1st Street	4 Units	Market-Rate Apartments
Old Prescott School	1199 Central Avenue	12 Units	Market-Rate Apartments
1047 Bluff Street Apartments	1047 Bluff Street	2 Units	Market-Rate Apartments
1398 White Street Apartments	1398 White Street	2 Units	Market-Rate Apartments
South Pointe Rowhouses	Rolling Creek Lane	6 Units	Market-Rate Townhomes
744 Main Street	744 Main Street	2 Units	Market-Rate Apartments
HG Apt LLC Apartments	2901 Central Avenue	18 Units	Market-Rate Apartments
Century Square Apartments	1504 Bies Drive	54 Units	Market-Rate Apartments
South Point Rowhouse	Autumn Ridge	4 Units	Market-Rate Townhomes

TOTAL: 494

www.cityofdubuque.org/incentives



SCAN ME

**City of Dubuque
City Council**

CONSENT ITEMS # 9.

ITEM TITLE:	November/December 2025 City News Newsletter
SUMMARY:	City Manager providing a copy of the November/December 2025 issue of the City News newsletter, which will be distributed with City utility bills from October 15 through November 5.
SUGGESTED DISPOSITION:	Receive and File

- ATTACHMENTS:**
- 1. November - December 2025 City News Newsletter

City of Dubuque

CITY NEWS

November/December 2025

Inside This Issue

2 | Free 'Ride to Vote' Service

City/School Election on Nov. 4

Details on the Dollars: Open Budget Transparency Tool

Residents Invited to Share Input on FY27 Budget

Leaf Rake-Out Appointments

3 | A Message from the City Manager: Retirement Announcement

4 | New Faces & Retirements

Events Calendar

Seeking Input on Millwork District Community Space

Recent News

Ribbon-Cutting for the new Dubuque County 911 Emergency Communications Center

4:30 p.m., Thursday, Nov. 6
7880 Chavenelle Rd.

Public welcome!



Attention Thursday Customers!

Due to the Thanksgiving and Christmas holidays, your trash and recycling will be collected on:

Saturday, Nov. 29 &
Saturday, Dec. 27.



City Council Goals & Priorities

During three sessions held in September, the City Council identified seven five-year goals for the city, along with top and high priorities for the 2025 - 2027 policy agenda.

Five-Year Goals

- **Healthy and Safe Community**
- **Financially Responsible, High-Performance City Organization:** Sustainable and Effective Service Delivery
- **Robust Local Economy:** Diverse Businesses and Jobs with Economic Prosperity
- **Livable Neighborhoods and Housing:** Great Place to Live
- **Sustainable Environment:** Preserving and Enhancing Natural Resources
- **Connected Community:** Equitable Transportation, Technology Infrastructure, and Mobility
- **Diverse Arts, Culture, Parks, and Recreation Experiences and Activities**

(Top Priorities continued)

- Hempstead St. Project
- Sanitary Sewer Force Main Stabilization Project
- Sanitary Sewer Consent Decree Compliance
- Terminal St. Lift Station & Force Main
- Sports Complex Development
- Stormwater Management Investments and Implementation
 - 17th & Elm St. Stormwater Project
 - 17th & Locust St. Stormwater Project
 - Bee Branch Gate & Pump Station Project
 - Detention Ponds Maintenance
 - Individual Neighborhood Investments
 - Kaufmann Ave. Storm Sewer Improvements
- Street Maintenance/Rehabilitation Program

Top Priorities

- Commercial Air Service Future Strategy and Action Plan to Sustain and Expand
- Comprehensive Fire Station Location and Facilities Study
- Fire Department Staffing Increases
- Police Department: Full Staffing and Hiring
- Sanitary Sewer Investments and Implementation
 - Catfish Creek Sanitary Sewer Project
 - Cedar St. Lift Station & Force Main
 - Chaplain Schmitt Island Sanitary Sewer
 - Cooper Pl./Maiden Ln. Project
 - Grove Terrace Project
 - Harvard St. Project

High Priorities

- Continued Implementation of Central Avenue Revitalization Plan
- Downtown Master Plan Update
- Dubuque Law Enforcement Center (DLEC) Short-Term Facility Enhancements and Future Plan
- East-West Corridor/Roundabouts Projects
- Next Phases of Chaplain Schmitt Island Development
- Parks and Recreation Master Plan Adoption and Implementation
- Water Resource and Recovery Center Facility and Process Improvements and Odor Reduction

Learn more at cityofdubuque.org/citycouncil



FREE 'RIDE TO VOTE' Service on Election Day

The Jule is offering free bus rides for voters on Election Day, Tuesday, Nov. 4, from 6:15 a.m. until 6:45 p.m. Residents who wish to utilize this free service can inform Jule operators that they are riding to vote. Fixed-route buses will not deviate from regular routes but will provide rides to bus stops within reasonable walking distance of polling places in Dubuque.

Learn more at

www.cityofdubuque.org/ridetovote



Leaf Rake-Outs

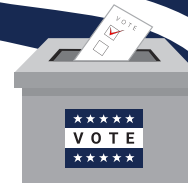
October 13 – November 26

The Public Works Department provides residents a leaf rake-out service by appointment each fall. The cost is \$20 for the equivalent of 40 leaf bags and will be added to your utility bill. Acceptable items in the leaf rake-out include loose leaves, pine needles, and pine cones. Grass, brush, plants, and rocks are not accepted.

Schedule a leaf rake-out appointment, at www.cityofdubuque.org/yardwaste or call 563-589-4250.



Tuesday, Nov. 4 City/School Election



Please be aware of these important dates and regulations to ensure your vote is counted.

Early Voting

The Dubuque County Elections Office is located at 880 Central Ave. Any registered voter in Dubuque County can vote early at the Elections Office via in-person absentee ballot during these scheduled times.

- Due to the Oct. 7 Primary Election, City of Dubuque election ballots may not yet be available on Oct. 15. Please check with the Election's Office before visiting.
- Regular Early Voting Hours at the Elections Office: Weekdays, Oct. 15, – Nov. 3, from 8 a.m. to 4:30 p.m.
- Extended Early Voting Hours at the Elections Office: Friday, Oct. 31, from 8 a.m. to 5 p.m.
- Weekend Early Voting at the Elections Office: Saturday, Oct. 18, from 9 a.m. to 11 a.m., and Saturday, Oct. 25, from 8 a.m. to 3:30 p.m.

Election Day: Tuesday, Nov. 4

Voting at polling places from 7 a.m. to 8 p.m. (NOTE: You CANNOT vote at the Elections Office on Election Day.)

To determine your polling place, visit elections.dubuquecountyiowa.gov, call 563-589-4457, or email elections@dubuquecountyiowa.gov. Please know your polling place before Election Day.

Absentee Ballots

- Deadline to request a mailed absentee ballot from the Elections Office: 5 p.m. on Monday, Oct. 20
- Absentee ballot due date: By 8 p.m. on Election Day (Nov. 4). Postmarks are not considered.

For additional information on voting,

visit elections.dubuquecountyiowa.gov, call 563-589-4457, or email elections@dubuquecountyiowa.gov.

Details on the Dollars

"Open Budget" is the City of Dubuque's online financial transparency tool. You can explore details on the City's operating revenues and operating expenses by department and fiscal year (2022–2026). You can also examine the City's ledger/checkbook and analyze all expenditures by department, project, vendor, and more. Information can be displayed by charts, exported, and shared through the tool's dashboard.

Access Open Budget at www.cityofdubuque.org/budget

Explore Dubuque's
Open Budget

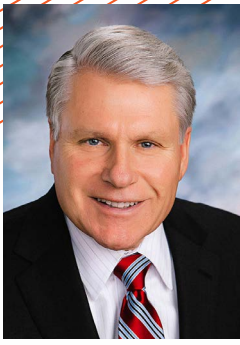


Share Your Input on the Next City Budget

Dubuque residents are invited to share their input on the next City budget for fiscal year (FY) 2027, which runs July 1, 2026 – June 30, 2027. A public input meeting will be held at **6 p.m. on Wednesday, Nov. 12**, in the City Council Chambers at the Historic Federal Building, 350 W. Sixth St. City staff will provide general information on the budget process and attendees will be invited to share their thoughts on what they would like to see funded in their neighborhoods and the community at-large.



Comments can also be submitted at www.cityofdubuque.org/FY2027budget.



A Message from the **CITY MANAGER** to the Mayor and City Council

Michael C. Van Milligen

Entering 2025 I was planning to retire within 5 years. Coming way too close to being killed by a hit and run drunk driver on March 27, 2025, has caused me to pick a time sooner rather than later. In our life we have multiple defining moments. A few of mine were:

1. Being fortunate to have two loving parents who had grown up during the Great Depression and then both served in the Army in the Pacific Theater in World War II. They taught me that, "Family is about Love and Respect." In their lives they modeled the secrets to success:

- Hard Work.
- Good Attitude.
- Be Humble and Kind.
- Make Good Choices, the most important one being your life partner.

These were special lessons to learn from members of, "The Greatest Generation."

2. Coming out of college and getting my first full-time job as a Police Officer in Carbondale, Illinois. The next 7 years instilled in me the importance and the gratification of public service and provided me the best supervisors, mentors, and lifelong friends anyone could ask for. They taught me that listening and problem solving are foundational to achieving results, and in the end, you must take action.

3. Meeting my wife, Nancy, in graduate school was a life changing event. Nancy put into practice the concepts of Love and Respect building a healthy family. I also learned what Nancy meant by her saying, "If there is room in the heart, there is room in the home." I have been able to experience the joy of having over 30 children live in our home, including our own 5 children. And, now to experience the joy of having 18 grandchildren, with the newest arrival coming August 4, 2025.

4. Being hired in Skokie, Illinois, then being promoted to Assistant Village Manager. Having the opportunity to learn from one of the best Village Managers in our profession on how to run local government like a business to achieve meaningful outcomes that affect people's quality of life.

5. Being hired as the City Manager in Dubuque beginning in January 1993. This has been a great honor, as I have had the privilege of being a small part of an amazing team consisting of tremendously talented people, including city employees, elected officials, and members of organizations we have been proud to call partners. Our mantra has always been, "Planning, Partnerships, and People." My personal goal has been to empower others, as beautifully expressed by the Conductor of the Boston Philharmonic Orchestra, Benjamin Zander, when he said, "The conductor of an orchestra doesn't

“ In my time in Dubuque I have had the honor to work with and work for people of great character. Thank you for the kindness you have shown me and thank you for your exceptional leadership. ”

make a sound. He depends, for his power, on his ability to make other people powerful.”

Of course, the most important people are the residents of this great city, and they are the reason this is the "Masterpiece on the Mississippi."

6. But, not every defining moment is positive. March 27, 2025 I was struck in downtown Dubuque by a hit and run drunk driver. Having experienced this, "brush with death," it helped crystallize my thoughts on retirement.

Satchel Paige said, "How old would you be if you did not know how old you were?" Age is not just a chronological number. After almost 50 years in public service I still look forward to coming to work and being part of this great team. For the last 20 years I have gotten up early every morning spending over 2 hours exercising. Over the last 6 years I have walked over 18 million steps, walking 4 – 6 miles a day, having been on an 82-day streak without a miss when I was struck by the drunk driver. I also love to read books and do research, challenging myself to be in a state of continuous improvement and discovery.

The automobile accident reminded me that life can change in the blink of an eye and that if I hope to have a third career after first Policing and then City Management, and to have the time and flexibility to enjoy time with my beautiful wife and wonderful family, I need to retire from the 24/7 demands of being the City Manager of Dubuque. My children and grandchildren are spread out across the country, and I look forward to being able to spend more time with them.

I plan to retire as City Manager of Dubuque in June, 2027, a little over 20 months from now. I thought it important that once Nancy and I had made this decision that I share it with you. I hope this advance notice provides you as the Mayor and City Council time to plan for the selection of the next City Manager and the transition that will need to take place.

In my time in Dubuque I have had the honor to work with and work for people of great character. Thank you for the kindness you have shown me and thank you for your exceptional leadership.

-Mike

Mark Twain said, "The two most important days in your life are the day you are born and the day you find out why."

New Faces & Retirements

New City Employees

Eldon Schneider	Water
Abby Gordon	Information Technology
Paul Johnson	Transit
Reise Johnson	Public Works
Angelia Rouse	Transit
Ella Link	Police
Alexander Stackis	Public Works
Sarah Emm Chesher	Public works
Christina Lemmon	Public Works
Lauren Egan	Housing
Wesley Atkinson	Housing
Matthew Kalcevich	Parks & Recreation
Kloe Eitter	Library

Recent Retirees

Robert Barry	Public Works
--------------	--------------

New Board/Commission Members

Katie Bailey	Transit Advisory Board
--------------	------------------------

Calendar

November

3	City Council Meeting, 6:30 p.m.
4	Election Day
11	City offices closed for Veterans Day (No change in curbside collection.)
12	FY27 Budget Public Input Meeting, 6 p.m.
17	City Council Meeting, 6:30 p.m.
27-28	City offices closed for Thanksgiving holiday (Thursday, Nov. 27, curbside collection will occur on Saturday, Nov. 29. No change in Friday, Nov. 28, collection.)

December

1	City Council Meeting, 6:30 p.m.
15	City Council Meeting, 6:30 p.m.
24-25	City offices closed for Christmas holiday (Thursday, Dec. 25, curbside collection will occur on Saturday, Dec. 27. No change in Wednesday, Dec. 24, collection.)

Unless otherwise noted, all meetings are held at City Council Chambers, Historic Federal Building, 350 W. 6th St.

The public has the option to view and participate in City Council meetings in person at City Council Chambers or virtually (see agenda for details). Meetings are aired live on CityChannel Dubuque (Mediacom cable channels 8 and 117.2 and ImOn channel 5), streamed live and archived on the City's website at www.cityofdubuque.org/media, and streamed live on the City's Facebook page at www.facebook.com/cityofdubuque.

We Need Your Input for Millwork District Community Space

The Planning Services Department is seeking input on the design of a new outdoor community space to replace a temporary parking lot in the Historic Millwork District. In 2012, a temporary parking lot with 57 spaces was constructed to meet parking needs while the adjacent Intermodal Parking Facility was being built. That facility, which includes 292 spaces, was completed in 2015.

In 2024, the updated Historic Millwork District Master Plan, developed with input from a 13-member steering committee consisting of business and property owners, residents, community leaders, and City staff, identified transforming the lot into a vibrant, year-round community space as a top priority.

The public is invited to share their thoughts on potential uses, amenities, landscaping, and design elements for the space at these upcoming events:



Public Input Work Session

Wednesday, Nov. 12 | 5:30 – 7:30 p.m.
Jule Operations & Training Center (JOTC), 949 Kerper Blvd.



Open House

Friday, Dec. 5 | 4 – 7:30 p.m.
Merry Millwork Market, Historic Millwork District

Input collected will guide development of final designs for the space!

For questions, contact the Planning Services Department at 563-589-4210 or email colson@cityofdubuque.org.

Recent News

Mayor of the Year

Mayor Brad Cavanagh was recently named Mayor of the Year in the Over 10,000 Population category by the Iowa Mayors Association at the Iowa League of Cities Annual Conference. The award honors mayors who demonstrate exceptional public service to their community, the Iowa League of Cities, the Iowa Mayors Association, and local government.



2025 State of the City

On Sept. 26, Mayor Cavanagh delivered the 2025 State of the City address, highlighting Dubuque's shared successes over the past year and the challenges and opportunities that lie ahead.

Watch the full address and read the written remarks at:

www.cityofdubuque.org/sotc

**City of Dubuque
City Council**

CONSENT ITEMS # 10.

ITEM TITLE: Approving a Second Amendment to Development Agreement by and between the City of Dubuque, Iowa and Millwork Flats, L.L.C. for Redevelopment of Property at 1065 Jackson Street

SUMMARY: City Manager recommending City Council adopt a resolution approving the Second Amendment to Development Agreement between the City of Dubuque and Millwork Flats, L.L.C. for the redevelopment project at 1065 Jackson Street.
RESOLUTION Approving The Second Amendment To Development Agreement By And Between The City Of Dubuque, Iowa And Millwork Flats, L.L.C.

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

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Second Amendment - Signed
4. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Approving a Second Amendment to Development Agreement by and between the City of Dubuque, Iowa and Millwork Flats, L.L.C. for Redevelopment of Property at 1065 Jackson Street

DATE: October 1, 2025

Assistant Economic Development Director Ian Hatch is recommending City Council adopt a resolution approving the Second Amendment to Development Agreement between the City of Dubuque and Millwork Flats, L.L.C. for the redevelopment project at 1065 Jackson Street.

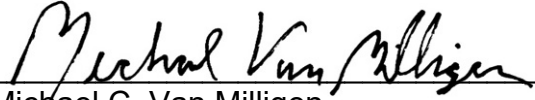
The Second Amendment to Development Agreement modifies the Development Agreement to update the project schedule, include a new closing date, adjust the dates of the tax increment financing rebates, clarify the insurance language, and include additional legal compliance that is now standard in City development agreements.

City Council previously approved a Development Agreement with Millwork Flats, L.L.C. The Agreement includes a \$500,000 forgivable loan and 15 years of tax increment financing rebates to invest \$17.5 million dollars and create 62 new residential rental units.

In February 2025, the Dubuque City Council approved a First Amendment to Development Agreement that modified the closing date of the Development Agreement.

While entering into the Development Agreement with the City, Millwork Flats, L.L.C. also sought a workforce housing tax credit incentive from the State of Iowa. These tax credits are necessary to make the project financially feasible. In the fall of 2024, Millwork Flats, L.L.C. learned it had not been awarded the necessary tax credits, adding a financial strain and putting the project on hold. In spring of 2025, Millwork Flats, L.L.C., with the support of the Dubuque City Council, reapplied for the workforce housing tax credits. In September 2025, Millwork Flats was awarded the workforce housing tax credit incentive in an amount of \$1 million dollars. With the necessary capital funds in place, the project is now ready to proceed.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director
Ian Hatch, Assistant Economic Development Director



Economic Development
Department
50 West 13th Street
Dubuque, Iowa 52001-4864
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Ian C. Hatch, Assistant Economic Development Director

SUBJECT: **Approving a Second Amendment to Development Agreement by and between the City of Dubuque, Iowa and Millwork Flats, L.L.C. for Redevelopment of Property at 1065 Jackson Street**

DATE: September 29, 2025

INTRODUCTION

This memorandum presents for City Council consideration and action the attached Resolution approving a Second Amendment to Development Agreement between the City of Dubuque and Millwork Flats, L.L.C.

BACKGROUND

City Council previously approved a Development Agreement with Millwork Flats, L.L.C., dated for reference June 17, 2024, as amended, by Resolution No. 199-24. The Agreement includes a \$500,000 forgivable loan and 15 years of tax increment financing rebates to invest \$17.5 million dollars and create 62 new residential rental units.

In February 2025, the Dubuque City Council approved a First Amendment to Development Agreement that modified the closing date of the Development Agreement.

DISCUSSION

While entering into the Development Agreement with the City, Millwork Flats, L.L.C. also sought a workforce housing tax credit incentive from the State of Iowa. These tax credits are necessary to make the project financially feasible. In the fall of 2024, Millwork Flats, L.L.C. learned it had not been awarded the necessary tax credits, adding a financial strain and putting the project on hold. In spring of 2025, Millwork Flats, L.L.C., with the support of the Dubuque City Council, reapplied for the workforce housing tax credits. In September 2025, Millwork Flats was awarded the workforce

housing tax credit incentive in an amount of \$1 million dollars. With the necessary capital funds in place, the project is now ready to proceed.

The Second Amendment to Development Agreement modifies the Development Agreement to update the project schedule, include a new closing date, adjust the dates of the tax increment financing rebates, clarify the insurance language, and include additional legal compliance that is now standard in City development agreements.

This project aligns with the City Council goal of Livable Neighborhoods and Housing: Great Place to Live.

RECOMMENDATION/ ACTION STEP

I recommend the City Council adopt the attached Resolution approving the Second Amendment to Development Agreement between the City of Dubuque and Millwork Flats, L.L.C. for the redevelopment project at 1065 Jackson Street.

**SECOND AMENDMENT
TO
DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
MILLWORK FLATS, L.L.C.**

This Second Amendment to Development Agreement, dated for reference purposes the ____ day of _____, 2025, is made and entered into by the City of Dubuque, Iowa, a municipality ("City"), and Millwork Flats, L.L.C., an Iowa limited liability company ("Developer"). City and Developer are hereinafter sometimes collectively referred to as the Parties.

Whereas, City and Developer previously entered into that certain Development Agreement dated June 17, 2024(the "Agreement") with respect to the matters specified therein; and

Whereas, City and Developer desire to modify the Agreement as set forth herein.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL TERMS AND COVENANTS CONTAINED HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED BY THE PARTIES, THE PARTIES AGREE AS FOLLOWS:

Section 1. Section 1.3 of the Development Agreement is hereby amended to read as follows:

1.3 Closing. The closing shall take place on the Closing Date which shall be the 3rd day of February, 2026, or other such date as the parties shall agree in writing but in no event, shall the Closing Date be later than the 3rd day of March, 2026 without written consent of City in its sole discretion. 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.

Section 2. Section 2 of the Development Agreement is hereby amended to read as follows:

2.4 Timing of Improvements. Developer hereby agrees that construction of the Minimum Improvements on the Property shall be commenced by May 1, 2026, and shall be substantially completed by December 31, 2027. The time frames for performing 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.

Section 3. Section 3.1 of the Development Agreement is hereby amended to read as follows:

3.1 Economic Development Grants to Developer. For and in consideration of Developer's obligations hereunder, and in furtherance of the goals and objectives of the urban renewal plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make thirty (30) consecutive semi-annual payments (such payments being referred to collectively as the Economic Development Grants) to Developer:

November 1, 2029	May 1, 2030
November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032
November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035
November 1, 2035	May 1, 2036
November 1, 2036	May 1, 2037
November 1, 2037	May 1, 2038
November 1, 2038	May 1, 2039
November 1, 2039	May 1, 2040
November 1, 2040	May 1, 2041
November 1, 2041	May 1, 2042
November 1, 2042	May 1, 2043
November 1, 2043	May 1, 2044

pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to a portion of the tax increment revenues collected by City under Iowa Code Section 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six-month period in respect of the Minimum Improvements constructed by Developer (the Developer Tax Increments). For purposes of calculating the amount of the Economic Development Grants provided in this Section, the Developer Tax Increments shall be only those tax increment revenues collected by City in respect of the increase in the taxable value of the Property above the assessed value on January 1, 2024 (\$1,011,000.00). 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 for the regular and voter-approved physical plant and equipment levy, (iii) the remaining actual amount of

tax increment revenues collected by City in respect of the valuations of the Property prior to January 1, 2024 and (iv) any other portion required to be excluded by Iowa law, and thus such incremental taxes will not include all amounts paid by Developer as regular property taxes.

3.2 To fund the Economic Development Grants, City shall certify to the County prior to December 1, 2027, its request for the available Developer Tax Increments resulting from the assessments imposed by the County as of January 1 of that year and each year thereafter until and including January 1, 2044, to be collected by City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to the Developer on November 1 and May 1 of that fiscal year. (Example: if City so certifies in December, 2027, the Economic Development Grants in respect thereof would be paid to the Developer on November 1, 2029, and May 1, 2030.)

Section 4. Section 4 of the Development Agreement is hereby amended to include a new Section 4.3 to read as follows:

4.3 Developer acknowledges and agrees that the State of Iowa retains the authority to amend, modify, or repeal laws governing property tax, tax increment financing (TIF), and any related rebate mechanisms. City makes no representations or warranties regarding the continuation of current state law or the availability of rebates in their present form. In the event that any legislative or regulatory action by the State of Iowa alters or limits the availability, calculation, distribution, or administration of rebates, City shall have no obligation to compensate Developer for any resulting reduction, loss, or elimination of rebates. Developer assumes all risk associated with potential changes to applicable state law.

Section 5. Section 5 of the Development Agreement is hereby amended to read as follows:

5.5 (2) Upon completion of construction of the Minimum Improvements and up to the Termination Date, Developer shall maintain, or cause to be maintained, at its cost and expense property insurance against loss and/or damage to the building (including the Minimum Improvements) under an insurance policy written with the "special perils" form and in an amount not less than the full insurable replacement cost of the building (including the Minimum Improvements). Developer shall furnish to City proof of insurance in the form of a certificate of insurance. If the builder's risk policy purchased includes "soft costs" associated with this project, the limit for that coverage will be at the sole discretion of the contractor.

5.5(3) The term "replacement cost" shall mean the actual replacement cost of the building with Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be reasonably determined from time to time at the request of City, but not more frequently than once every three (3) years.

Section 6. Section 7 of the Development Agreement is hereby amended to read as follows:

7.4 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on June 1, 2044 (the Termination Date).

7.7 Legal Compliance. Developer is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances which may apply to the performance of Developer's obligations under this Agreement, including but not limited to the laws outlined in Exhibit J, and hereby represents and warrants that Developer is in compliance with the same as of the Closing Date and further represents that during the Term Developer will remain in compliance. Developer shall require all contractors and subcontractors providing services under this Agreement shall also certify compliance with this Section.

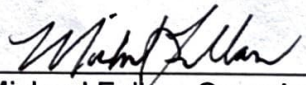
Developer further represents and warrants that Developer has obtained all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Agreement, including any permits and licenses that might be required by the state or locality in which Developer performs the Services, and Developer agrees to maintain, at Developer's sole expense, such required permits and licenses for the duration of the term(s) of this Agreement.

Section 8. All other terms of the Development Agreement, as amended, shall remain in full force and effect.

CITY OF DUBUQUE, IOWA

MILLWORK FLATS, L.L.C.

By: _____
Brad M. Cavanagh, Mayor

By:  _____
Michael Fullan, Organizer

ATTEST:

Adrienne N. Breitfelder, City Clerk

Exhibit J
Legal Compliance

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq), (prohibits discrimination on the basis of age);
- f) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g) The Civil Rights Restoration Act of 1987, (PL 100-209); (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964 to include that entities that receive federal funding must comply with civil rights legislation, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, in all operations, not just in the program or activity receiving federal funding);
- h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j) Section 1557 of the Affordable Care Act (prohibits discrimination on the basis of national origin);

- k) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.) (prohibits discrimination because of sex in education programs or activities);
- l) Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. § 1101 et seq.); and
- m) Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. § 4541, et seq.).

RESOLUTION NO. ____-25

APPROVING THE SECOND AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND MILLWORK FLATS, L.L.C.

Whereas, the City of Dubuque (City) and Millwork Flats, L.L.C. (Developer) previously entered into that certain Development Agreement dated June 17, 2024, as amended, with respect to the matters specified therein; and

Whereas, the parties desire to further modify the Development Agreement as set out in the Second Amendment to Development Agreement; and

Whereas, the City Council finds that it is in the interests of the City of Dubuque to approve the Second Amendment to Development Agreement.

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

Section 1. The Second Amendment to Development Agreement by and between the City of Dubuque, Iowa and Millwork Flats, L.L.C., a copy of which is attached hereto, is hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute the Second Amendment to Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. The City Manager is authorized to take such actions as are necessary to comply with the terms of the Second Amendment to Development Agreement as herein approved.

Passed, approved, and adopted this 6th day of October 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 11.

ITEM TITLE: Project Based Voucher Contract Renewal with The Rose of Dubuque

SUMMARY: City Manager recommending City Council approve the renewal of a contract with The Rose of Dubuque for a five-year term and request that the City Manager be approved to execute the renewal contract.
RESOLUTION Approving A Renewal Contract Agreement Between The City Of Dubuque And The Rose Of Dubuque L.P. For The Project Based Voucher Program

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

ATTACHMENTS:

1. MVM Memo
2. Staff Memo for Renewal 2025
3. PBV Contract Renewal Resolution
4. 2025_Renewal Contract_52530B_Part1
5. 2025_Renewal Contract_52530B_Part2
6. 2025_HAP Contract_Exhibits
7. Tenancy Addendum_52530CENG_3
8. Statement of Family Responsibility_52578b_4

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

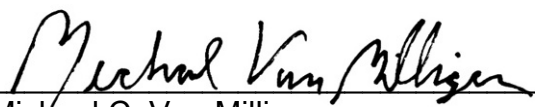
SUBJECT: Project Based Voucher Contract Renewal with The Rose of Dubuque

DATE: October 1, 2025

Interim Housing & Community Development Director Sandi Fowler is recommending City Council approve the renewal of a contract with The Rose of Dubuque for a five-year term and request that the Housing & Community Development Director and the City Manager be approved to execute the renewal contract.

The Housing & Community Development Department has successfully managed a Project Based Voucher Program with The Rose of Dubuque since 2012. The initial contract term was for 10 years and was extended in 2022 for an additional one-year term and renewed again in 2023 for a two-year term. The current Project Based Voucher contract will expire on 10/12/2025. The City of Dubuque Housing & Community Development Department and The Rose of Dubuque wish to renew the Project Based Voucher (PBV) contract.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Sandi Fowler, Interim Housing & Community Development Director

TO: Michael C Van Milligen, City Manager

FROM: Sandi Fowler, Housing & Community Development Director

DATE: September 29, 2025

RE: Project Based Voucher Contract Renewal with The Rose of Dubuque

INTRODUCTION

The Housing & Community Development Department has successfully managed a Project Based Voucher Program with The Rose of Dubuque since 2012. The initial contract term was for 10 years and was extended in 2022 for an additional one-year term and renewed again in 2023 for a two-year term. The current Project Based Voucher contract will expire on 10/12/2025. The City of Dubuque Housing & Community Development Department and The Rose of Dubuque wish to renew the Project Based Voucher (PBV) contract for a five-year term on 10/12/2025 and ask that the Housing & Community Development Director be approved to execute the renewal contract.

BACKGROUND

Project-based vouchers (PBVs) are a component of a public housing agency's (PHA's) Housing Choice Voucher (HCV) program. PHAs are not allocated additional funding for PBV units; the PHA uses its tenant-based voucher funding to allocate project-based units to a specific project. Applicants are selected for PBVs through a waiting list process managed by the City of Dubuque PHA.

The current PBV contract with The Rose of Dubuque is for 17 dedicated, one bedroom, units. The City's PHA and The Rose work collaboratively to pull applicants from the PBV waiting list to achieve a successful lease up in a Project Based Unit. This voucher differs from a regular Housing Choice Voucher (HCV) due to the nature of the voucher. The PBV voucher is tied to a specific unit at The Rose of Dubuque; when a tenant moves into that unit, they are covered by the voucher, but if they would choose to move out of that designated unit, they would no longer be covered under the PBV Program voucher since that voucher stays with that specific unit. This contrasts with an HCV voucher. The HCV voucher is tied to the tenant and follows them, so if they were issued an HCV voucher, that voucher would stay with them wherever they would decide to move. All 17 units under this contract with The Rose of Dubuque are Project Based Vouchers (unit based).

The Rose of Dubuque has housed many elderly people in our community over the years with these Project Based Vouchers and we would like to continue the partnership with a renewed contract agreement.

RECOMMENDATION

I respectfully request approval for the Housing & Community Development Director to execute a five-year contract renewal agreement with The Rose of Dubuque for the Project Based Voucher Program. Additionally, requesting that the Director of Housing and Community Development and the City Manager are authorized to approve the contract.

RESOLUTION NO. ____-25

**RESOLUTION APPROVING A RENEWAL CONTRACT AGREEMENT BETWEEN
THE CITY OF DUBUQUE AND THE ROSE OF DUBUQUE L.P. FOR THE PROJECT
BASED VOUCHER PROGRAM**

Whereas, the U.S. Department of Housing and Urban Development supports a Project Based Voucher Program as a component of the Housing Choice Voucher Program requires a contract to be in place tied to specific project based units; and

Whereas, the City of Dubuque originally entered into a contract with The Rose of Dubuque L.P. in October 2012 for a ten-year term; and

Whereas, the City of Dubuque's extended the contract with The Rose of Dubuque L.P. for 17 PBV units for a one-year term in 2022; and

Whereas, the City of Dubuque's extended the contract with The Rose of Dubuque L.P. for 17 PBV units for a two-year term in 2023 that is due to expire 10/12/2025; and

Whereas, the City of Dubuque Housing & Community Development Department and The Rose of Dubuque wish to renew the contract for the Project Based Vouchers for a five-year term to continue to administer the Project Based Voucher program at The Rose of Dubuque.

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

Section 1: That said Renewal Contract Agreement between the City of Dubuque and The Rose of Dubuque L.P. for the Project Based Voucher program is hereby approved.

Section 2: That the City Manager is authorized and directed to execute said Renewal Contract Agreement .

Passed, approved, and adopted this 6th day of October 2025.

Brad M Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM
HOUSING ASSISTANCE PAYMENTS CONTRACT**

EXISTING HOUSING

PART 1 OF HAP CONTRACT

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 1 hour. This form is required to establish terms between a PHA and owner to provide housing assistance. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 983.202. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

1. CONTRACT INFORMATION

a. Parties

This housing assistance payments (HAP) contract is entered into between:

City of Dubuque_IA087

(PHA) and

The Rose of Dubuque, L.P.

(owner).

b. Contents of contract

The HAP contract consists of Part 1, Part 2, and the contract exhibits listed in paragraph c.

c. Contract exhibits

The HAP contract includes the following exhibits:

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 1 of Part 1
(04/2023)**

- EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.)
- EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER
- EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS
- EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973 AND IMPLEMENTING REGULATIONS AT 24 CFR PART 8

ADDITIONAL EXHIBITS

d. Effective date and term of the HAP contract

1. Effective date

- a. The PHA may not enter into a HAP contract for any contract unit until the PHA (or an independent entity, as applicable) has determined that the unit meets the PBV inspection requirements.
- b. For all contract units, the effective date of the HAP contract is:
10/12/2025.
- c. The term of the HAP contract begins on the effective date.

2. Length of initial term

- a. Subject to paragraph 2.b, the initial term of the HAP contract for all contract units is:
60 Months (5 Years).
- b. The initial term of the HAP contract may not be less than one year,

nor more than twenty years.

3. Extension of term

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution, or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

4. Requirement for sufficient appropriated funding

- a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the owner for any contract year in accordance with the HAP contract.
- b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

e. Occupancy and payment

1. Payment for occupied unit

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out ("move-out month"). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.

2. Vacancy payment

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE
VACANCY PAYMENT PROVISION (PARAGRAPH e.2), OR TO
STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

- a. If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.
- b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit). Any vacancy payment may cover only the period the unit remains vacant.
- c. The PHA may make vacancy payments to the owner only if:
 - 1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);
 - 2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
 - 3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
 - 4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.
- d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.
- e. The owner may refer families to the PHA for placement on the PBV waiting list.

- f. The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payments.

3. PHA is not responsible for family damage or debt to owner

Except as provided in this paragraph e (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

f. Income-mixing requirement

1. Except as provided in paragraphs f.2 through f.5 below, the PHA will not make housing assistance payments under the HAP contract for more than the greater of 25 units or 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term "project" means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.
2. The limitation in paragraph f.1 does not apply to single-family buildings.
3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 unit or 25 percent limitation under paragraph f.1, the PHA shall give preference to the applicable families as listed in f.8 below, for the number of contract units exclusively made available for occupancy by such families. The owner shall rent that number of contract units to such families referred by the PHA from the PHA waiting list.
4. Up to the greater of 25 units or 40 percent of units (instead of the greater of 25 units or 25 percent of units) in a project may be project-based if the project is located in a census tract with a poverty rate of 20 percent or less.
5. Units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD do not count toward the income-mixing requirement if, in the five years prior to issuance of the Request for Proposal or notice of owner selection (for projects selected based on a prior competition or without competition), the unit received one of the forms of HUD assistance or was under a federal rent restriction as described in f.6 and f.7, below.

6. The following specifies the number of contract units (if any) that received one of the following forms of HUD assistance:

- ☐ Public Housing or Operating Funds;
- ☒ Project-Based Rental Assistance (including Mod Rehab and Mod Rehab Single-Room Occupancy);
- ☐ Housing for the Elderly (Section 202 or the Housing Act of 1959);
- ☐ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- ☐ Rent Supplement Program;
- ☐ Rental Assistance Program;
- ☐ Flexible Subsidy Program.

Place a check mark in front of the form of assistance received by any of the contract units. The following total number of contract units received a form of HUD assistance listed above:

17.

If all of the units in the project received such assistance, you may skip number g.8, below.

7. The following specifies the number of contract units (if any) that were under any of the following federal rent restrictions:

- ☐ Section 236;
- ☐ Section 221(d)(3) or (d)(4) BMIR (below-market interest rate);
- ☐ Housing for the Elderly (Section 202 or the Housing Act of 1959);
- ☐ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- ☐ Flexible Subsidy Program.

Place a check mark in front of the type of federal rent restriction that applied to any of the contract units. The following total number of contract

units were subject to a federal rent restriction listed above:

0.

If all of the units in the project were subject to a federal rent restriction, you may skip number g.8, below.

8. The following specifies the number of contract units (if any) exclusively made available to elderly families, families eligible for supportive services, or eligible youth receiving Family Unification Program or Foster Youth to Independence (FUP/FYI) assistance:
- a. Place a check mark here ☒ if any contract units are exclusively made available for occupancy by elderly families; The following number of contract units shall be rented to elderly families:
- 17.
- b. Place a check mark here ☒ if any contract units are exclusively made available for occupancy by families eligible for supportive services. The following number of contract units shall be rented to families eligible for supportive services:
- 17.
- c. Place a check mark here ☐ if any contract units are exclusively made available for occupancy by eligible youth receiving FUP/FYI assistance. The following number of contract units shall be rented to eligible families receiving FUP/FYI assistance:
- _____.
9. The PHA and owner must comply with all HUD requirements regarding income mixing.

EXECUTION OF HAP CONTRACT FOR EXISTING HOUSING

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print) City of Dubuque
By:
Signature of authorized representative
Michael C. Van Milligan, City Manager
Name and official title (Print)
Date
OWNER Name of Owner (Print) The Rose of Dubuque, L.P.
By:
Signature of authorized representative
Gregory A. McClenahan, President of Gen. Ptr.
Name and official title (Print)
Date

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 8 of Part 1
(04/2023)**

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**HOUSING ASSISTANCE PAYMENTS CONTRACT
EXISTING HOUSING**

PART 2 OF HAP CONTRACT

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 1 hour. This form is required to establish terms between a PHA and owner to provide housing assistance. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

2. DEFINITIONS

Contract units. The housing units covered by this HAP contract. The contract units are described in Exhibit A.

Controlling interest. In the context of PHA-owned units (see definition below), controlling interest means:

- (a) Holding more than 50 percent of the stock of any corporation; or
- (b) Having the power to appoint more than 50 percent of the members of the board of directors of a non-stock corporation (such as a non-profit corporation); or
- (c) Where more than 50 percent of the members of the board of directors of any corporation also serve as directors, officers, or employees of the PHA; or
- (d) Holding more than 50 percent of all managing member interests in an LLC; or
- (e) Holding more than 50 percent of all general partner interests in a partnership;
or
- (f) Having equivalent levels of control in other ownership structures.

Existing housing. Housing units that already exist on the proposal selection date

and that substantially comply with the housing quality standards on that date. The units must fully comply with the housing quality standards before execution of the HAP contract.

Family. The persons approved by the PHA to reside in a contract unit with assistance under the program.

HAP contract. This housing assistance payments contract between the PHA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in section 1.c of the HAP contract).

Household. The family and any PHA-approved live-in aide.

Housing assistance payment. The monthly assistance payment by the PHA for a contract unit, which includes: (1) a payment to the owner for rent to the owner under the family's lease minus the tenant rent; and (2) an additional payment to or on behalf of the family if the utility allowance exceeds total tenant payment.

Housing quality standards (HQS). The HUD minimum quality standards for dwelling units occupied by families receiving project-based voucher program assistance.

HUD. U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements which apply to the project-based voucher program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Owner. Any person or entity who has the legal right to lease or sublease a unit to a participant.

Premises. The building or complex in which a contract unit is located, including common areas or grounds.

Principal or interested party. This term includes a management agent and other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the HAP contract, or in any proceeds or benefits arising from the HAP contract.

Program. The project-based voucher program (see authorization for project-based assistance at 42 U.S.C. 1437f(o)(13)).

PHA. Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined in the United

States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

PHA-owned units. A unit is “owned by a PHA” if the unit is in a project that is:

(a) Owned by the PHA (which includes a PHA having a “controlling interest” in the entity that owns the unit; see definition above);

(b) Owned by an entity wholly controlled by the PHA; or

(c) Owned by a limited liability company (LLC) or limited partnership in which the PHA (or an entity wholly controlled by the PHA) holds a controlling interest in the managing member or general partner.

Proposal selection date. The date the PHA gives written notice of proposal selection to the owner whose proposal is selected in accordance with the criteria established in the PHA’s administrative plan.

Rent to owner. The total monthly rent payable to the owner under the lease for a contract unit. Rent to owner includes payment for any housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Tenant. The person or persons (other than a live-in aide) who executes the lease as a lessee of the dwelling unit.

Tenant rent. The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.

3. **PURPOSE**

- a. This is a HAP contract between the PHA and the owner.
- b. The purpose of the HAP contract is to provide housing assistance payments for eligible families who lease contract units that comply with the HUD HQS from the owner.
- c. The PHA must make housing assistance payments to the owner in accordance with the HAP contract for contract units leased and occupied by eligible families during the HAP contract term. HUD provides funds to the PHA to make housing assistance payments to owners for eligible families.

4. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS

a. Amount of initial rent to owner

The initial rent to owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP contract. At the beginning of the HAP contract term, and until rent to owner is adjusted in accordance with section 5 of the HAP contract, the rent to owner for each bedroom size (number of bedrooms) shall be the initial rent to owner amount listed in Exhibit A.

Place a check mark here ☒ if the PHA has elected not to reduce rents below the initial rent to owner.

b. HUD rent requirements

Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements. The PHA has the right to reduce the rent to owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. The PHA may recover any overpayment from the owner.

c. PHA payment to owner

1. Each month the PHA must make a housing assistance payment to the owner for a unit under lease to and occupied by an eligible family in accordance with the HAP contract.
2. The monthly housing assistance payment to the owner for a contract unit is equal to the amount by which the rent to owner exceeds the tenant rent.
3. Payment of the tenant rent is the responsibility of the family. The PHA is not responsible for paying any part of the tenant rent, or for paying any other claim by the owner against a family. The PHA is responsible only for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract.
4. The owner will be paid the housing assistance payment under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.
5. To receive housing assistance payments in accordance with the

**Project-Based Voucher Program
HAP Contract for Existing Housing**

Previous editions are obsolete

**HUD 52530B Page - 4 of Part 2
(4/2023)**

HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

6. If the PHA determines that the owner is not entitled to the payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other housing assistance payments contract.
7. The owner will notify the PHA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

d. Termination of assistance for family

The PHA may terminate housing assistance for a family under the HAP contract in accordance with HUD requirements. The PHA must notify the owner in writing of its decision to terminate housing assistance for the family in such case.

5. ADJUSTMENT OF RENT TO OWNER

a. PHA determination of adjusted rent

1. At each annual anniversary during the term of the HAP contract, the PHA shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements. In addition, the PHA shall adjust the rent to owner when there is a ten percent decrease in the published, applicable Fair Market Rent in accordance with 24 CFR 983.302. However, if the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner, the rent to owner shall not be reduced below the initial rent to owner except in those cases described in 24 CFR 983.302(c)(2).
2. The adjustment of rent to owner shall always be determined in accordance with all HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount defined by the PHA in accordance with HUD requirements.

b. Reasonable rent

The rent to owner for each contract unit, as adjusted by the PHA in accordance with 24 CFR 983.303, may at no time exceed the reasonable rent charged for comparable units in the private unassisted market, except in cases where the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner. The reasonable rent shall be determined by the PHA in accordance with HUD requirements.

c. No special adjustments

The PHA will not make any special adjustments of the rent to owner.

d. Owner compliance with HAP contract

The PHA shall not approve, and the owner shall not receive, any increase of rent to owner unless all contract units are in accordance with the HQS, and the owner has complied with the terms of the assisted leases and the HAP contract.

e. Notice of rent adjustment

Rent to owner shall be adjusted by written notice by the PHA to the owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

6. OWNER RESPONSIBILITY

The owner is responsible for:

- a. Performing all management and rental functions for the contract units.
- b. Maintaining the units in accordance with HQS.
- c. Complying with equal opportunity requirements.
- d. Enforcing tenant obligations under the lease.
- e. Paying for utilities and housing services (unless paid by the family under the lease).
- f. Collecting from the tenant:
 1. Any security deposit;

2. The tenant rent; and
3. Any charge for unit damage by the family.

7. **OWNER CERTIFICATION**

The owner certifies that at all times during the term of the HAP contract:

- a. All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
- b. The owner is providing all the services, maintenance and utilities as agreed to under the HAP contract and the leases with assisted families.
- c. Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements.
- d. To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
- e. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit unless the PHA has determined that approving leasing of the unit would provide a reasonable accommodation for a family member who is a person with disabilities.
- f. The amount of the housing assistance payment is the correct amount due under the HAP contract.
- g. The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.
- h. Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit.
- i. The family does not own, or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.

8. CONDITION OF UNITS

a. Owner maintenance and operation

The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance and utilities set forth in Exhibits B and C, and in the lease with each assisted family.

b. PHA inspections

1. The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.
2. Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.
3. At least biennially during the term of the HAP contract, the PHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections pursuant to paragraph 2 of this section are not counted toward meeting this biennial inspection requirement.
4. If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.
5. The PHA must inspect contract units whenever needed to determine that the contract units comply with the HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information that comes to its attention in scheduling inspections.

c. Violation of the housing quality standards

1. If the PHA determines a contract unit is not in accordance with the HQS, the PHA may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include

termination, suspension or reduction of housing assistance payments, and termination of the HAP contract.

2. The PHA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.
3. The PHA shall not make any housing assistance for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any PHA-approved extension).

d. Maintenance and replacement—owner’s standard practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

9. LEASING CONTRACT UNITS

a. Selection of tenants

1. During the term of the HAP contract, the owner must lease all contract units to eligible families selected and referred by the PHA from the PHA waiting list. (See 24 CFR 983.251.)
2. The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant’s ability to perform the lease obligations.
3. Consistent with HUD requirements and Federal civil rights and fair housing requirements, the owner may apply its own nondiscriminatory tenant selection procedures in determining whether to admit a family referred by the PHA for occupancy of a contract unit. The owner may refer families to the PHA for placement on the PBV waiting list.
4. The owner must promptly notify in writing any rejected applicant of the grounds for rejection.
5. The PHA must determine family eligibility in accordance with

**Project-Based Voucher Program
HAP Contract for Existing Housing**

Previous editions are obsolete

**HUD 52530B Page - 9 of Part 2
(4/2023)**

HUD requirements.

6. The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards.
7. If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.
8. The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.

b. Vacancies

1. The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy.
2. The owner must rent vacant contract units to eligible families on the PHA waiting list referred by the PHA.
3. The PHA and the owner must make reasonable, good faith efforts to minimize the likelihood and length of any vacancy.
4. If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable, good faith efforts of the PHA to fill such vacancies), the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

10. TENANCY

a. Lease

The lease between the owner and each assisted family must be in accordance with HUD requirements. In all cases, the lease must include the HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

b. Termination of tenancy

**Project-Based Voucher Program
HAP Contract for Existing Housing**

Previous editions are obsolete

**HUD 52530B Page - 10 of Part 2
(4/2023)**

1. The owner may terminate a tenancy only in accordance with the lease and HUD requirements.
2. The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law.

c. Family payment

1. The portion of the monthly rent to owner payable by the family (“tenant rent”) will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
2. The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit, including all housing services, maintenance and utilities to be provided by the owner in accordance with the HAP contract and the lease.
3. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess rent payment to the tenant.
4. The family is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an assisted family for nonpayment of the PHA housing assistance payment.
5. The PHA is responsible only for making the housing assistance payments to the owner on behalf of the family in accordance with the HAP contract. The PHA is not responsible for paying the tenant rent, or any other claim by the owner.

d. Other owner charges

1. Except as provided in paragraph 2, the owner may not require the tenant or family members to pay charges for meals or supportive services. Nonpayment of such charges is not grounds for termination of tenancy.
2. In assisted living developments receiving project-based voucher assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.
3. The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenant in the premises.

e. Security deposit

1. The owner may collect a security deposit from the family.
2. The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.
3. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted families.
4. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts which the family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must promptly refund the full amount of the balance to the family.
5. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance from the family. However, the PHA has no liability or responsibility for payment of any amount owed by the family to

the owner.

11. FAMILY RIGHT TO MOVE

- a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.
- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS

The PHA subsidy standards determine the appropriate unit size for the family size and composition. The PHA and owner must comply with the requirements in 24 CFR 983.260. If the PHA determines that a family is occupying a wrong-size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the PHA must promptly notify the family and the owner of this determination, and of the PHA's offer of continued assistance in another unit. 24 CFR 983.260(a).

13. PROHIBITION OF DISCRIMINATION

- a. The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, religion, sex (including sexual orientation and gender identity), national origin, disability, age or familial status.
- b. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 *et seq.*; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing

regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 28 CFR part 35; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women’s Business Enterprise).

- c. The owner must comply with HUD’s Equal Access to HUD-assisted or -insured housing rule (24 CFR 5.105(a)(2)).
- d. The owner must comply with the Violence Against Women Act, as amended, and HUD’s implementing regulation at 24 CFR part 5, Subpart L, and program regulations.
- e. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

14. PHA DEFAULT AND HUD REMEDIES

If HUD determines that the PHA has failed to comply with the HAP contract, or has failed to take appropriate action to HUD’s satisfaction or as directed by HUD, for enforcement of the PHA’s rights under the HAP contract, HUD may assume the PHA’s rights and obligations under the HAP contract, and may perform the obligations and enforce the rights of the PHA under the HAP contract.

15. OWNER DEFAULT AND PHA REMEDIES

a. Owner default

Any of the following is a default by the owner under the HAP contract:

- 1. The owner has failed to comply with any obligation under the HAP contract, including the owner’s obligations to maintain all contract

units in accordance with the housing quality standards.

2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the HAP contract.
4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:
 - a. The owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or
 - b. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

b. PHA remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the HAP contract.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.
3. The PHA's rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

c. PHA remedy is not waived

The PHA's exercise or non-exercise of any remedy for owner breach of the HAP contract is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

16. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS REQUIRED BY HUD OR PHA

a. Required information

The owner must prepare and furnish any information pertinent to the HAP contract as may reasonably be required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.

b. PHA and HUD access to premises

The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the HAP contract, including the verification of information pertinent to the housing assistance payments or the HAP contract.

17. PHA AND OWNER RELATION TO THIRD PARTIES

a. Injury because of owner action or failure to act

The PHA has no responsibility for or liability to any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

b. Legal relationship

The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with the implementation of the HAP contract.

c. Exclusion of third-party claims

Nothing in the HAP contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the PHA or the

owner under the HAP contract.

d. Exclusion of owner claims against HUD

Nothing in the HAP contract shall be construed as creating any right of the owner to assert any claim against HUD.

18. PHA-OWNED UNITS

Notwithstanding Section 17 of this HAP contract, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

19. CONFLICT OF INTEREST

a. Interest of members, officers, or employees of PHA, members of local governing body, or other public officials

1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, or in the HAP contract.
2. HUD may waive this provision for good cause.

b. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the HAP contract. The owner must fully and promptly update such disclosures.

c. Interest of member of or delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of this HAP Contract or to any benefits arising from the contract.

20. EXCLUSION FROM FEDERAL PROGRAMS

a. Federal requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

b. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and non-procurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

21. TRANSFER OF THE CONTRACT OR PROPERTY

a. When consent is required

1. The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.
2. “Transfer” includes:
 - i. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;
 - ii. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;
 - iii. The creation of a security interest in the HAP contract or the property;
 - iv. Foreclosure or other execution on a security interest; or
 - v. A creditor’s lien, or transfer in bankruptcy.
3. If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA

pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

b. Transferee assumption of HAP contract

No transferee (including the holder of a security interest, the security holder's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP contract, or to exercise any rights or remedies under the HAP contract, unless the PHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the PHA in accordance with HUD requirements, to assume the obligations of the owner under the HAP contract, and to comply with all the terms of the HAP contract.

c. Effect of consent to transfer

1. The creation or transfer of any security interest in the HAP contract is limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.
2. The PHA's consent to transfer of the HAP contract or the property does not to change the terms of the HAP contract in any way, and does not change the rights or obligations of the PHA or the owner under the HAP contract.
3. The PHA's consent to transfer of the HAP contract or the property to any transferee does not constitute consent to any further transfers of the HAP contract or the property, including further transfers to any successors or assigns of an approved transferee.

d. When transfer is prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or non-procurement programs.

22. SUBSIDY LAYERING

A subsidy layering review is not required for existing housing projects.

23. OWNER LOBBYING CERTIFICATIONS

- a. The owner certifies, to the best of owner's knowledge and belief, that:
 - 1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
 - 2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

24. TERMINATION OF HAP CONTRACT FOR WRONGFUL SELECTION OF CONTRACT UNITS

The HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

25. NOTICES AND OWNER CERTIFICATIONS

- a. Where the owner is required to give any notice to the PHA pursuant to the HAP contract or any other provision of law, such notice must be in writing and must be given in the form and manner required by the PHA.
- b. Any certification or warranty by the owner pursuant to the HAP contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

26. NOTICE OF TERMINATION OR EXPIRATION WITHOUT

**Project-Based Voucher Program
HAP Contract for Existing Housing**

Previous editions are obsolete

**HUD 52530B Page - 20 of Part 2
(4/2023)**

EXTENSION

- a. An owner must provide notice to the PHA, and to the affected tenants, not less than 1 year prior to the termination or expiration without extension of a HAP contract.
- b. An owner who fails to provide such notice must permit tenants to remain in their units for the required notice period with no increase in the tenant portion of the rent. During this time period, an owner may not evict a tenant as a result of the owner's inability to collect an increased tenant portion of rent. With PHA agreement, an owner may extend the terminating contract for a period of time sufficient to give tenants 1 year advance notice.

27. FAMILY'S RIGHT TO REMAIN

Upon termination or expiration of the contract without extension, each family assisted under the contract may elect to use its assistance to remain in the project if the family's unit complies with the inspection requirements under section 8(o)(8) (42 U.S.C. 1437f(o)(8) of the U.S. Housing Act of 1937 ("the 1937 Act")), the rent for the unit is reasonable as required by section 8(o)(10)(A) of the 1937 Act, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount allowed for tenant-paid utilities) exceeds the applicable payment standard.

28. ENTIRE AGREEMENT; INTERPRETATION

- a. The HAP contract, including the exhibits, is the entire agreement between the PHA and the owner.
- b. The HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements. Any regulatory citation specifically included in this HAP contract is subject to any subsequent revision of such citation.

PBV HOUSING ASSISTANCE PAYMENTS CONTRACT

PART 1

EXHIBIT A

Description of Housing Includes:

1. Project Site: Rose of Dubuque Senior Affordable Assisted Living Center
 - a. Site address will be: 3390 Lake Ridge Drive, Dubuque, IA 52003
 - b. Legal Description:
 - . Lot 1, Cedar Lake Plaza Fourth Addition
2. Total Number of Units in Facility – Rose of Dubuque Senior Affordable Assisted Living Center will have a total of 70 Units. The unit breakdown and unit size is as follows:
 - a. 64 Units are 1-Bedroom – Each 728 Avg. SF in Size
 - b. 6 Units are 2- Bedrooms – Each 849 Avg. SF in Size
3. Total Number of Contract Units Covered By HAP Contract Agreement – 17 Units (Exhibit A.1.).
4. Location of Contract Units on Site – All 17 Units will be fixed within the 70 unit Rose of Dubuque Senior Affordable Assisted Living Center.
5. Estimated Initial Rent – Based on the Current Prevailing Fair Market Rents:
 - a. 1- Bedroom - \$948 per month
6. Services, Maintenance and Equipment Supplied to each Unit – See Attached Standard form of Lease (Exhibit A.2.).
7. Utilities Available – All utilities included in rent, except for Phone and Cable Services – See Attached Standard form of Lease(Exhibit A.2.).
8. HAP Contract Term – 1 year from Commencement of HAP Contract.

Rose of Dubuque

Project Based Section 8 Units

203
204
207
209
214
216
224
229
303
304
307
309
314
315
316
324
329

Number of Bedrooms: «bedrooms»
 Annual Recertification Date: «recertification_date»

LEASE FOR THE ROSE OF DUBUQUE
 Equal Opportunity Housing

1. **PARTIES AND DWELLING UNIT:** The parties to this Lease are THE ROSE OF DUBUQUE, L.P. referred to as "Landlord," and «head_name» «spouse_name» «cotenant_name_1», referred to as "Tenant." The Landlord leases to the Tenant Apartment Dwelling «apt_nbr» located at 3390 Lake Ridge Drive, Dubuque, Iowa 52003 (hereafter "unit"). EverGreen Real Estate Development Corporation is the management agent authorized to act on behalf of Landlord, including receipt of rental payments and receipt of service of process and notices and demands. The address of EverGreen Real Estate Development Corp. for receipt of service of process and notices and demands is 16670 Franklin Trail, Ste 240, Prior Lake, MN 55372.

The premises leased are for the exclusive use and occupancy of the Tenant's household, consisting of the following-named persons who will live in the dwelling unit:

«head_name» «spouse_name» «cotenant_name_1»

The Tenant has designated _____ as his or her legal representative. Upon written request, the legal representative will be provided with a copy of the Lease and notice of any change in the terms of the Lease or initiation of an involuntary transfer, if applicable.

2. **LEASE TERM AND RENT PAYMENT:** This Lease shall begin on «lease_start_date». The initial term shall be _____, beginning on «lease_start_date», and ending on «lease_end_date», unless terminated as provided by this lease. After the initial term ends, the Lease may be renewed for successive one month terms, except that at each point of renewal, Landlord may change the lease terms, including rent, as provided in paragraph 20. Landlord may review and update the Lease as necessary to reflect any changes in Tenant's financial arrangements and service plan as set forth in the Service Plan Agreement.
3. **RENT:** A Tenant shall pay monthly rent of «basic_rent». This amount is due on the first day of each month at the offices of The Rose of Dubuque, 3390 Lake Ridge Drive, Dubuque, IA 52003. All payments by tenant shall be applied first to past due rent and past due additional rent (see paragraph 4) before being credited to a current month's rent or current additional rent. If, at the commencement of this lease, the Tenant is leasing the unit after the first of the month, the rent for the first partial month is «prorate_rent», prorated from «lease_start_date» to «last_day_of_month». While it is the Tenant's responsibility to pay rent, the obligation to pay rent may be satisfied through third party payments arranged in advance with Landlord.
4. **ADDITIONAL RENT FOR LATE PAYMENTS, RETURNED CHECKS OR OTHER PROPERTY CHARGES:** If the Tenant does not pay the full amount of the rent shown in

paragraph 3 by 5:00 p.m. on the fifth day of the month, the Landlord may collect a fee of **\$10.00** on the fifth day of the month. Thereafter, the Landlord may collect \$5.00 for each additional day the rent remains unpaid during the month up to a maximum of \$60.00. The Landlord may collect a fee of **\$30.00** any time a check is not honored for payment (bounces). If a Tenant elects to subscribe to a food plan offered by Management Agent, to rent a personal emergency response system pendant from Landlord or to enroll in the in-house basic service plan fee agreement with the Rose service provider, the fees or charges for those elections shall be considered additional rent under this Lease. Additional rent shall also include other charges accruing under this Lease, which include repair charges for excess wear and tear, lost key charges, and other reasonable charges. The charges referenced in this paragraph 4 are deemed additional rent payable with the current month's rent referenced in paragraph 3.

5. OPTIONAL SERVICES: If Tenant is in need of services, the Tenant may elect to receive services from Landlord, Landlord's non-exclusive, on-site Service Provider, or another authorized Service Provider designated by Tenant; said services are more specifically set forth in the Service Plan Agreement, which is included in Tenant's Occupancy Agreement. The costs for such optional services shall be in addition to the Rent for the Apartment Dwelling and such costs are more specifically set forth in the Service Plan Agreement. The choice of a Service Provider is Tenant's right; any Service Provider chosen by Tenant must execute an Assisted Service Program Agreement with Landlord and a Service Plan Agreement with Tenant and Landlord. Tenant must choose a Service Provider as a condition of residency, and a failure to have a contracted Service Provider and maintain a Service Plan Agreement is deemed a material breach of this lease and grounds for termination of this lease.

6. DEPOSITS:

- a. SECURITY DEPOSIT: The Tenant has deposited \$_____ with the Landlord towards their **\$1000.00** security deposit and, if the deposit is not paid in full at Move-in, Tenant agrees to enter into a payment agreement for the remainder of the security deposit, which agreement is incorporated into and made a part of this Lease.
- b. PET DEPOSIT: ____ Yes ____ No If Tenant has initialed the "Yes" blank, the Tenant has deposited **\$500.00** as a pet security deposit with the Landlord as a condition of his or her having an authorized and documented pet in the unit; except that Landlord shall permit emotional support or service animals documented to assist a tenant with a disability, and such animals are exempted from the requirements of the Pet Deposit as required by law. Landlord may charge Tenant for damage to the common areas or to the unit and for additional cleaning caused by the presence of an animal, beyond ordinary non-animal wear and tear, including retention of the Pet Deposit, if applicable. No other animals are allowed anywhere on the premises without the express written consent of Landlord. Proof of current vaccinations is required for any animal on the premises.
- c. The Landlord will hold the Deposit(s) for the period the Tenant occupies the unit. The Landlord shall not use the Deposit(s) for rent or other charges while the Tenant is living in the unit. After the Tenant has moved out of the unit and given

Tenant's new address or delivery instructions to the Landlord, the Landlord shall return the Deposit(s), in accordance with Iowa Code Chapter 562A.12, minus whatever amount is needed to pay the cost of:

- (i) Unpaid rent;
- (ii) Repair of damages that exceed normal wear and tear as listed on the Move-Out Unit Inspection Report;
- (iii) Additional rent charges as described in paragraph 4, if any remain unpaid;
- (iv) Charges for unreturned keys, as described in paragraph 11;
- (v) Charges for elective services provided to Tenant by Landlord or Management Agent; and
- (vi) Other charges due under the lease.

After the Tenant has moved from the unit, the Landlord will inspect the unit and complete the Move-Out Apartment Inspection Report, which is attached to this Lease as Attachment No. 1. The Landlord shall provide the Tenant with a written list of any charges made against the Deposit(s), including any charges associated with the Move-Out Apartment Inspection Report. If the Tenant disagrees with the amount subtracted from the Deposit(s), the Landlord agrees to meet with the Tenant to discuss the changes.

If more than one person rents the unit, the Tenants agree they will assume all responsibility for dividing any refund among themselves. The Landlord may pay the refund to any Tenant identified in paragraph 1 of this Agreement, without further liability to the Tenants.

If no mailing address or delivery instructions are provided to the Landlord within one year from termination of the tenancy, the deposit shall revert to the Landlord and the Tenant will be deemed to have forfeited all rights to the deposit.

7. ANNUAL CERTIFICATION OF FAMILY COMPOSITION AND HOUSEHOLD INCOME: Landlord is participating in the Low Income Housing Tax Credit Program, which mandates that Tenant households satisfy certain income eligibility requirements as a condition for initial occupancy. The Tenant acknowledges that his or her family income, family composition, or other eligibility requirements may be considered material in determining the Tenant's right to initial occupancy. Upon each annual anniversary of the Tenant's lease commencement, or upon other reasonable request by Landlord, within thirty days of Landlord's request, the Tenant shall provide accurate statements regarding income, assets, expenses and family compositions. The Landlord shall verify the income supplied by the Tenant. In the event that federal laws or regulations or state statutes or rules require the Landlord to obtain additional information throughout the year regarding the Tenant's family income, family composition or other eligibility requirements, the Tenant agrees to provide such required information within seven days of the request from the Landlord. In addition, Tenant affirmatively agrees to notify Landlord if Tenant or a member of Tenant's household becomes a full-time student or Tenant experiences any other material change in Tenant's household. A Tenant's failure to provide any information referenced in this paragraph shall be grounds for termination of this lease.

8. CONFIDENTIALITY. The contents of Tenant's files shall be confidential and Landlord and Service Provider's staff shall maintain that confidentiality as permitted or required by applicable law or regulation. Tenant authorizes Landlord and Service Provider each to have open access to the other's respective files. Release of information to third parties must be requested in writing by third parties and authorized in writing by Tenant.
9. CONDITIONS OF OCCUPANCY, ADMISSION AND TRANSFER: The Tenant must live in the unit and the unit must be the only place of residence. The Tenant shall use the premises solely as a private dwelling for himself or herself and the persons named in paragraph 1 of this Lease, and shall not permit its use for any other purpose. Tenant may not use the unit as a site for conducting any business that would require customers or vendors to come to the unit. As long as Tenant abides by the terms of this Lease, Tenant shall have the right to exclusive use and quiet enjoyment of the unit.

Prior to occupancy, the Landlord's non-exclusive, on-site Service Provider shall evaluate each proposed Tenant's functional, cognitive and health status in order to determine the Tenant's eligibility for residency at the Development, including whether services required by Tenant's unique physical, mental and emotional condition can be provided by a Service Provider of Tenant's choice. The functional, cognitive and medical admission criteria are itemized in the Admission/Transfer Policy, which is included in Tenant's Occupancy Agreement. It is Tenant's responsibility to select a Service Provider of their choice to administer any services that Tenant requires and monitor Tenant's continued needs. A failure of a Tenant to choose, contract with and maintain a contract with a Service Provider of their choice is a material breach of this lease, and will be grounds for termination of the Tenant's lease. The Service Provider selected by Tenant shall monitor Tenant's condition during Tenant's occupancy. It is Tenant's responsibility to notify their Service Provider and Landlord of any hospitalizations or other extended absences from the Rose community and immediately inform their Service Provider and Landlord upon their return. Any change in Tenant's condition that results in a violation of the Admission/Transfer Policy constitutes grounds for termination of this Lease and will result in the transfer of Tenant to another housing arrangement that can accommodate Tenant's needs.

In the event Tenant disagrees with Landlord's request for transfer for conditions stated in the Admission/Transfer Policy, Tenant and Tenant's legal representative may contest the transfer as provided in the Admission/Transfer Policy – Appeal Procedure.

Landlord and Service Provider shall not discriminate or retaliate in any way against a Tenant, a Tenant's family, or an employee of Landlord or Service Provider who has initiated and participated in any proceeding authorized by Iowa Code, Chapter 231C – Assisted Living Programs. Any such discrimination or retaliation will subject the violator to a penalty as established by administrative rule and enforced by the Department of Inspections and Appeals.

This Lease is subject to the Iowa Uniform Residential Landlord and Tenant Law, Iowa Code Chapter 562A and the provisions of Iowa Code Chapter 648, Forcible Entry and

Detention to Real Property, and the rights and remedies provided Landlords and Tenants thereunder.

10. GENERAL RESTRICTIONS: The Tenant shall not:

- a. Permit any person other than those listed above and minor children which are born into this household during this tenancy, to reside in the unit without obtaining the prior written approval of the Landlord. Tenant may have house guests for reasonable stays. A reasonable stay shall not exceed two consecutive days (without management permission) nor an aggregate of fourteen (14) days total in any one year period. House guests staying beyond fourteen (14) days in a one year period shall be reported to Landlord as additional household members and all Tenant eligibility rules and regulations will be applicable to the addition of a new household member;
- b. Sublet or assign the unit, or any part of the unit;
- c. Use the unit for any unlawful purposes. The Tenant hereby specifically covenants and agrees that she/he will not use the unit, the common areas, or the development grounds, or permit anyone acting under his/her direction or control or present at his/her invitation to use the unit, common areas, or development grounds to (i) manufacture, sell, give away, barter, deliver, exchange, distribute, use or possess with intent to manufacture, sell, give away, barter, deliver, exchange, distribute, or use a controlled substance in violation of the Iowa Code. (ii) allow prostitution or prostitution-related activity; (iii) allow the unlawful use or possession of a firearm in violation of The Iowa Code ; (iv) allow possession of stolen property or property obtained by robbery. The Tenant hereby acknowledges that a breach of the covenant contained in this paragraph 10c voids his/her right to possession of the unit and is good cause for termination of this lease;
- d. Have pets or animals of any kind anywhere on the premises or in their apartment, excepting only documented emotional support or service animals or pets to which Landlord has specifically consented, with payment of the appropriate Pet Deposit and liquidated damages;
- e. Act or allow household members or guests to act in a manner that will disturb the rights and comfort of neighbors. The Tenant agrees to keep the volume of any radio, stereo, television, or musical instruments at a level that will not disturb the neighbors;
- f. Permit any member of the household, a guest, or another person under the Tenant's control to engage in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or employees;
- g. Use or permit the use of Christmas decorations that are not flame retardant;
- h. Use candles, incense, or any other open flame or incendiary articles or accents within the unit or on the premises;
- i. Engage in SMOKING except in designated exterior areas;
- j. Engage in VAPING except in the tenant's apartment or in designated exterior areas; and
- k. Engage in conduct prohibited elsewhere in this lease.

It is specifically agreed that violation of the above restrictions constitute material noncompliance with this lease and entitle Landlord to terminate this lease as provided in Section 21.

11. KEYS AND LOCKS: The tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. At the termination of this Lease, the Tenant agrees to return all keys to the Landlord. The Landlord may charge the Tenant **\$50.00** for each key not returned and deduct such amount from security deposit as provided in paragraph 6. If Tenant fails to return any keys to Landlord, at its sole discretion, deems it necessary for a subsequent Tenant's security to re-key the locks, the charge for such action shall be deducted from the security deposit as provided in paragraph 6.
12. RULES AND REGULATIONS: Tenant agrees to obey the Rules and Regulations of The Rose, which is included in Tenant's Occupancy Agreement. Tenant agrees that the Rules and Regulations apply to all members of the household and guests and agrees that Management may exclude Tenant's guests from the premises and Tenant's unit for violations of said rules and policy. Allowing excluded persons onto the premises shall be considered a lease violation. The Tenant agrees to obey additional rules established after the effective date of this lease Agreement if:
 - a. The rules are reasonably related to the safety, care and cleanliness of the building and safety, comfort and convenience of the Tenants; and
 - b. A Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced.
13. CONDITION OF UNIT: By signing this Lease and the Move-in Apartment Inspection Report, the Tenant acknowledges that the unit is safe, clean and in good condition, and that all appliances and equipment in the unit are in good working order as described on the Move-in Apartment Inspection Report, which is attached to this Lease as Attachment No. 1. The Tenant agrees that the Landlord has made no promises to decorate, alter, repair or improve the unit except as listed on the Move-in Apartment Inspection Report.

At the time of move-out, the Landlord shall complete another inspection of the unit and complete a Move-out Apartment Inspection Report, which is attached to this Lease as Attachment No. 1.
14. UTILITIES: The following chart describes how the cost of utilities and services for the unit shall be paid. The Landlord shall not be responsible for failure to furnish utilities for reasons that are beyond the Landlord's control.

<u>Type of Utility</u>	<u>Landlord Paid</u>	<u>Tenant Paid</u>
Gas (Room heat and water heat)	X	
Household Electricity	X	
Water and sewer	X	

Trash removal	X	
Phone		X
Cable		X

15. MAINTENANCE:

TENANT AGREES TO:

- a. Keep the unit and other areas assigned for the Tenant's exclusive use in a clean and safe condition;
- b. Use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- c. Not litter the grounds or common areas of the development;
- d. Not undertake, or permit his or her family or guest to undertake any hazardous acts or do anything that will damage the property;
- e. Not destroy, deface, damage or remove any part of the unit, common areas, or development grounds;
- f. If requested to do so, separate recyclable materials from other trash and place trash and recyclables in appropriate containers for refuse pick-up;
- g. Remove garbage and other waste from the unit in a clean and safe manner. All trash should be placed in sealed plastic garbage bags and placed in trash receptacles provided by Landlord;
- h. Give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities;
- i. Not store items outside his or her unit or in the hallway;
- j. If Tenant has an authorized service animal or pet, Tenant agrees to clean up animal waste from the apartment and common areas and properly dispose of same;
- k. Pay reasonable charges for the repair of damages (in excess of normal wear and tear) to the unit, development buildings, facilities or other common areas caused by the Tenant, his/her household, or guests, and to do so within 30 days after receipt of Landlord's itemized statement for the repair charges. Normal wear and tear does not include pest eradication attributable to Tenant. Normal wear and tear does not include damages attributable to mobility assistance devices, such as wheel chairs, motorized scooters, walkers, canes and other such devices. Normal wear and tear does not include damages attributable to Tenant's having a pet in the apartment. A Damage and Service Charge Schedule may be obtained from Landlord's office.

LANDLORD AGREES TO:

- a. Maintain the common areas, facilities, grounds and the development in a decent, safe and sanitary condition;
- b. Comply with requirements of applicable health and safety laws, building codes and housing codes;
- c. Make necessary repairs to the premises and maintain exterior common area lighting in good working order;

- d. Maintain in good and safe working order and condition electric, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by the Landlord;
 - e. Provide appropriate garbage receptacles and recycling bins (if recycling is accepted by the refuse vendor) for the deposit of garbage, rubbish and other wastes removed from the unit by the Tenant and arrange for collection and removal of trash and garbage;
 - f. Provide exterminator services, excepting pest eradication charges attributable to Tenant, as necessary;
 - g. Supply sewer and water services, hydronic heat and electrical service;
 - h. Provide snow removal from the parking lot and sidewalks.
16. DAMAGES: When damage is caused to the Tenant's unit, exterior building or common area and facilities by carelessness, misuse or neglect on the part of the Tenant or Tenant's family or visitors, the Tenant agrees to pay:
- a. The cost of all repairs within 30 days after receipt of the Landlord's demand for repair charges; and
 - b. Rent for the period the unit is damaged whether or not the unit is habitable.
17. RESTRICTIONS ON ALTERATIONS: The Tenant shall not do any of the following without first obtaining the Landlord's written permission:
- a. Dismantle, change or remove any part of the appliances, fixtures or equipment in the unit;
 - b. Paint or install wallpaper or contact paper in the unit;
 - c. Install curtains or draperies in the unit;
 - d. Attach awnings or window guards in the unit;
 - e. Attach or place any fixtures, signs or fences on the building(s), the common areas or the Development grounds;
 - f. Attach any shelves, screen doors or other permanent improvements in the unit;
 - g. Install or alter carpeting, resurface floors or alter woodwork;
 - h. Install washing machines, driers, fans, heaters or air conditioners in the unit;
 - i. Place any aerials, antennas or other electrical connections on the unit; satellite dishes may not be installed unless approved in accordance with the Management Satellite Dish Policy.
 - j. Install additional or different locks or gates on any door or windows of the unit; or
 - k. Other: _____.
18. ACCESS BY LANDLORD: Landlord shall provide 24 hour or other reasonable advance notice to the Tenant of its intent to enter the unit for the purposes of performing inspections, for making improvements or repairs, for supplying necessary or agreed services, or to show the unit for re-renting. The Tenant shall permit the Landlord, its agents, or other persons, when accompanied by the Landlord, to enter the unit for these purposes. In the event the Tenant and the adult members of the household are absent from the unit at the time of entry, the Landlord shall leave a card stating the date and time and name of the person entering the unit and the purpose of the visit.

The Landlord may enter the unit at any time without advance notice when there is reasonable cause to believe an emergency exists, or after receiving a call in the office that a repair needs immediate attention.

Tenant consents to access by Landlord, its agents, or other persons for purposes of supplying necessary or agreed to services as reflected in the Tenant's Service Plan Agreement.

19. DISCRIMINATION PROHIBITED: The Landlord agrees not to discriminate based upon race, color, religion, creed, national origin, sex, age, disability, sexual orientation, gender identity, familial status, membership in a class, such as unmarried mothers or recipients of public assistance, or because there are children in the family.
20. CHANGE IN LEASE: The Landlord may change the terms and conditions of this Lease at the end of the initial term or a successive term. The Landlord must notify the Tenant of any change and must offer the Tenant a new Lease or an amendment to the existing Lease. The Landlord shall provide Tenant or the Tenant's representative at least 30 days notice before the proposed effective date of the change. The Tenant may accept the changed terms and conditions by signing the new Lease or the amendment to the existing Lease and returning it to the Landlord. The Tenant may reject the changed terms and conditions by giving the Landlord written notice that Tenant intends to terminate the tenancy. The Tenant must give such notice of rejection at least 30 days before the month in which the tenancy will be terminated. If the Tenant does not accept the amended Lease, the tenancy will cease at the end of the lease term. An exception to the 30 day notice exists when the Tenant's health status or behavior constitutes a substantial threat to the health and safety of the Tenant, other Tenants, or staff of Landlord or Service Providers or when a significant change in the Tenant's condition results in the need for provision of services in excess of the level of services provided by a Service Provider and which cannot be safely and competently provided by a Service Provider, as explained in greater detail in Section 9, and the Admission/Transfer Policy.
21. TERMINATION OF TENANCY:
 - a. Where the Tenant is authorized by the terms of this Lease to terminate this Lease, the Tenant must give the Landlord 30 days written notice prior to the end of the lease term. The 30 days written notice shall be calculated from the last day of the month in which notice is given. If the Tenant does not give the full 30 day notice, the Tenant shall be liable for an additional month's rent, or to the date the unit is re-rented, whichever date comes first.
 - b. Any termination of this Lease by the Landlord must be carried out in accordance with state and local law, and the terms of this Lease. The Landlord may terminate this Lease for:
 - (1) Non-payment of rent, additional rent charges, other charges, and fees due under the Lease, or repeated late payment of rent; and
 - (2) Failure to provide timely and accurate statements of income, assets, expenses and family composition at the commencement of the initial term of the Lease or at an annual rent certification upon any lease renewals or

- in response to other reasonable request by Landlord;
- (3) Demonstrating behavior or conditions referenced in the Admission/Transfer Policy;
 - (4) Failure to participate in bimonthly fire drills and evacuation training and to follow evacuation procedures when emergency circumstances arise;
 - (5) Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
 - (6) Use of the premises for purposes other than solely as a dwelling unit for the Tenant and the Tenant's household as identified in this Lease, or permitting its use for any other purpose;
 - (7) Failure to abide by necessary and reasonable rules made by the Landlord for the benefit and wellbeing of the development and the Tenants, including repeated violations of the Rules and Regulations of The Rose included in Tenant's Occupancy Agreement;
 - (8) Failure to abide by applicable building and housing codes materially affecting health or safety;
 - (9) Failure to dispose of garbage, waste or rubbish in a safe and sanitary manner and as provided in this Lease;
 - (10) Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment in a safe manner;
 - (11) Acts of destruction, defacement, or removal of any part of the premises, or failure to cause guests to refrain for such acts;
 - (12) Failure to pay reasonable charges within 30 days for the repair of damages (other than for normal wear and tear) to the premises, development buildings, facilities or common areas;
 - (13) Serious or repeated interference of the rights and quiet enjoyment of other Tenants;
 - (14) Any criminal activity that threatens the rights and quiet enjoyment of other Tenants;
 - (15) Any drug-related criminal activity on or near the premises as discussed elsewhere in this Lease;
 - (16) Change in Tenants' household so that Tenant or a member of Tenant's household becomes a full-time student, which status would cause non-compliance of the development under state or federal statutes or regulations;
 - (17) Violations of paragraph 10c of this Lease;
 - (18) Allowing access to the premises to persons excluded by Management;
 - (19) Violations of any provision of this Lease, including the prohibition against pets or smoking and the limitations on vaping; and
 - (20) For other good cause.

c. If the Landlord proposes to terminate this Lease, the Landlord agrees to give the Tenant written notice of the proposed termination, as listed below:

- (1) Failure to pay rent, three days written notice of nonpayment and intention to terminate Lease if not paid within three days, all as provided by Iowa Code §562A.27(2);
- (2) Creation or maintenance of behavior or threats, including behaviors under

- the Admission Transfer Policy, constituting a clear and present danger to health or safety of the Tenant, other Tenants or Landlord's employees or contract agents, three days written notice of termination and notice to quit;
- (3) Demonstrating behavior or conditions referenced in the Admission/Transfer Policy, which fall short of a clear and present danger to health and safety of the Tenant, other Tenants or Landlord's employees or contract agents, seven (7) days written notice of termination and notice to quit, same as provided in (4) below;
 - (4) All other cases of material noncompliance with the Lease, seven (7) days written notice, which notice shall specify the actions and omissions constituting the breach of lease and specify that the rental agreement will terminate upon a date not less than seven (7) days after receipt of the notice if the breach is not remedied in the seven day period. If remedied, the lease shall not terminate. If substantially the same act or omission, which constituted the noncompliance, recurs within six months, Landlord may terminate the lease upon seven (7) days written notice specifying the recurrent breach and the date of termination;
 - (5) In all other cases, including non-renewal, written notice provided thirty (30) days prior to the end of the term of the tenancy.
- d. If Tenant refuses to vacate their apartment after termination of the lease, Landlord will provide Tenant with a three days' notice to quit and proceed with a forceable entry and detainer action.

22. REMEDIES OF LANDLORD UPON TERMINATION – EXPENSES, DAMAGES, DEFICIENCIES, ETC:

In the event that the Term of this Lease shall terminate other than by expiration:

- a. Tenant shall pay to the Landlord the rent and fees then due, together with all legally recoverable expenses of the Landlord incurred in connection with (i) any lawful action or proceeding that results in an order of a court that Tenant shall surrender possession of the unit; and (ii) the removal of the property and effects of Tenant or other occupants from the unit.
- b. Tenant shall be liable for all expenses incurred by Landlord in repairing and redecorating the unit for re-rental with the exception of ordinary wear and tear;
- c. Landlord may release the unit in the name of the Landlord for a term which may at Landlord's option be more or less than the period which would otherwise have constituted the balance of the Term of this Lease, and Tenant shall remain liable for payment of the full rent for any period of the balance of the lease during which the unit was not released;
- d. Landlord shall not be liable to Tenant for failure to release the unit or, in the event that the unit is re-rented, for failure to collect the rent due under such re-renting. Any such failure to collect the rent due under such re-renting shall not release or affect Tenant's liability for damages;
- e. Landlord's rights and remedies under this Agreement are cumulative. The use of one or more right or remedy shall not exclude or waive any other right or remedy.

23. TENANT'S RIGHTS/GRIEVANCES. Tenant is advised that this Lease and Tenancy's occupancy is subject to the Iowa Residential Landlord and Tenant Law, Iowa Code Chapter 562A, et seq. Tenant has rights of internal appeal as defined in the Admission/Transfer Policy, but only in the event Landlord seeks to involuntarily transfer Tenant for reasons stated in the Admission/Transfer Policy. If the Tenant's residency is terminated for reasons other than those stated in the Admission/Transfer Policy, Tenant's rights upon termination and forced eviction are defined in Sections 21 and 22 of this Lease Agreement. Tenants are encouraged to present any concerns regarding their residency or assisted care service to property management or the assisted care provider. These concerns are best presented in writing to the on-site resident manager, the on-site assisted care manager or your assigned assisted care worker. Tenant concerns presented in writing will be investigated and a written response will be provided to the Tenant and a copy placed in the tenant file. Tenant has rights of autonomy and self determination with respect to the service plan. These rights are discussed in greater detail in the Risk Management Policy and Tenant's Rights and Responsibilities, which are included in Tenant's Occupancy Agreement. Concerns, questions or complaints regarding any aspect of Tenant's residency or service plan may also be addressed with his/her designated legal representative, the Office of the State Long-Term Care Ombudsman, 866-236-1430, or the Iowa Department of Inspections and Appeals (515) 281-3425. The Landlord will notify the tenant at least 90 days in advance of any planned program cessation, which includes voluntary decertification, except in cases of emergency.
24. TERMINATION OF LEASE UPON DEATH OF TENANT: Upon the death of the Tenant, or if there is more than one Tenant, upon the death of all Tenants, either the Landlord or the personal representative of the Tenant's estate may terminate this Lease upon one months' written notice before the beginning of a monthly term. The termination of this Lease shall not relieve the Tenant's estate from liability either for the payment of rent, additional rent or other sums owed prior to or during the notice, or for the payment of amounts necessary to restore the unit to its condition at the commencement of the tenancy, ordinary wear and tear excepted.
25. PROPERTY ABANDONMENT: Tenant agrees to notify Landlord of any anticipated extended absence in excess of 14 days within one day of the beginning of the extended absence. If tenant is absent from the unit in excess of 14 days, Landlord may enter the unit to determine whether Tenant has abandoned the unit. If at any time (regardless of whether the Tenant has been absent for 14 days), it reasonably appears that Tenant has abandoned the unit and Tenant has failed to communicate with Landlord regarding Tenant's absence, Landlord may proceed as if Tenant has abandoned the unit and any property present in the unit and accept the abandonment as a surrender of possession of the unit by the Tenant and an immediate termination by the Tenant of the lease. In such an instance of abandonment, the Landlord shall take possession of the Tenant's personal property remaining on the premises and proceed to sell or otherwise dispose of the property. Landlord may, but is not obligated to, sell the abandoned personal property, and instead, may dispose of the personal property in any manner chosen by Landlord. Prior to the disposal or sale of abandoned property, the Landlord agrees to make reasonable efforts for an additional 7 days after Landlord's initial determination of abandonment to notify the Tenant or Tenant's legal representatives of the pending disposal or sale by use of whatever means of communication is deemed appropriate and effective for the purpose

of contacting Tenant or Tenant's legal representatives. The Landlord may use the money from the disposal or sale to pay off any debts the Tenant owes the Landlord. Any amount above this belongs to the Tenant if the Tenant contacts Landlord and asks for it.

The Landlord may also, at its election, attempt to re-rent the abandoned unit, although the Landlord is under no obligation to do so, and Tenant therefore remains obligated for payment of rent for the duration of the Lease.

26. NOTICE OF POTENTIAL OFFER OF NON-ACCESSIBLE UNIT: If Tenant is renting a unit that is deemed accessible to handicapped/disabled individuals, and Tenant or one of Tenant's household are not disabled, the LIHTC/HOME Programs requires that in the event that the accessible unit is needed by a person/household with a disability and a similar non-accessible unit is available at the property at the same rent as the accessible unit, Landlord has the right to ask Tenant to move to a comparable non-accessible unit. Whether Tenant elects to move to the non-accessible unit remains the tenant's choice but the offer to move will be made to Tenant and Tenant's household.
27. CONTENTS OF THIS LEASE: This Lease and its attachments make up the entire agreement between the Tenant and the Landlord. If any court declares a particular provision of this Lease to be invalid or illegal, all other terms of this Lease will remain in effect and both the Landlord and Tenant will continue to be bound by it.
28. SUBORDINATION: This Lease is subject to all present or future mortgages affecting the unit, and the Tenant hereby appoints the Landlord as Attorney-in-Fact to execute and deliver any and all necessary documents to subordinate this Lease to any present or future mortgage affecting the unit.
29. WAIVER OF ONE BREACH-NOT A GENERAL WAIVER; ACCEPTANCE OF RENT - NOT A WAIVER OF EXISTING OR PRIOR BREACHES: A waiver of a breach of the covenants, provisions or conditions contained in this Lease shall not be construed as a waiver of the covenant itself or of any subsequent breach thereof. If any breach shall occur and afterwards be compromised, settled or adjusted, this Lease shall continue in full force and effect as if no breach had occurred. Acceptance of rent from Tenant does not constitute a waiver by Landlord of any existing, pending or prior breaches of this Lease by Tenant.
30. PERSONAL PROPERTY/STORAGE/PARKING/SNOW REMOVAL:
 - a. All personal property placed in the unit or in any other portion of a building or the development shall be at the sole risk of the Tenant. The Landlord shall not be liable for the loss, destruction, theft, or damage to such property under any circumstances. The Tenant is encouraged to obtain renter's insurance for their personal property and contents.
 - b. Storage: The Tenant agrees not to store flammable materials or liquids or any other item that would create a danger to the other Tenants or to the development. It is specifically understood that Tenant shall not store items outside his or her

- unit, in the hallway, or in the proximity of their unit.
- c. **Parking:** Parking is allowed in designated parking areas only. Vehicles parked in the apartment roadway in areas not designated for parking, will be towed at the vehicle owner's expense. Tenant must register with Management all vehicles that will be parked in the exterior designated parking areas for periods in excess of 24 hours. Parking for additional vehicles must be approved by Landlord or be subject to towing at the owner's expense. Any vehicle parked in a designated parking area must be in operating condition and have current license plates and tabs.
 - d. **Snow Removal:** Snow removal procedures for the exterior parking area will be posted on the premises and must be followed exactly. Failure to do so will result in the towing of violating vehicles.
31. **CONDEMNATION:** In the event the unit, the building, the development or any part thereof is taken by condemnation by the United States, the State of Iowa, or any other governmental agency or authority, this Agreement shall be terminated at the option of the Landlord by 15 days' notice after the date of the award of condemnation. The Tenant waives any right to any portion of the award received by the Landlord as damages for the taking of the property.
32. **VACATING PREMISES:** Tenant agrees to vacate the premises and deliver all keys to Landlord at the end of the Lease.
33. **DELAY OF POSSESSION:** If Landlord is unable to give the Tenant possession at the beginning of the term, the rent shall be rebated on a pro rata basis until possession can be given, which rebated rent shall be accepted by Tenant as full settlement of all damages occasioned by said delay, and if possession cannot be delivered within ten (10) days of the beginning of said term, this Lease may be terminated by either Landlord or Tenant by giving prior written notice of such termination.
34. **RENTER'S INSURANCE.** Management is not responsible for any damage or injury that occurs to Tenant or his/her property, guests or their property. Management recommends that Tenant obtain Renter's Insurance to protect against injuries or property damage.
35. **THIRD PARTY ACTIONS.** Management is not responsible for the actions, or for any damages, injury or harm caused by third parties (such as other residents, guests, intruders or trespassers) who are not under management's control.
36. **NOTICES:** Any notice for which provision is made in this Lease, shall be in writing and shall be deemed given when (a) personally delivered (b) mailed by certified mail as defined in Iowa Code §618.15, whether or not a receipt is signed for the notice, to the place held out by Landlord or Tenant as the place for receipt of communication, or to the

person's last known place of residence, or (c) delivery by service in the manner provided by Iowa law for the service of original notice.

37. ATTACHMENTS TO THE LEASE AGREEMENT:

The Tenant certifies that he/she has received a copy of this Lease, and the following Attachments to this Lease and understands that these Attachments are part of this Lease.

- a. Attachment No. 1: Move-in/Move-out Apartment Inspection Report
- b. Attachment No. 2: Rent Payment Policy
- c. Attachment No. 3: HAP Tenancy Addendum, if applicable
- d. Attachment No. 4: Section 8 Project Based Voucher Statement of Family Responsibility, if applicable

38. SIGNATURES:

TENANT	DATE
BY:	
1. _____	____/____/____
2. _____	____/____/____

LANDLORD
BY: EverGreen Real Estate Development Corporation

_____	____/____/____
Name:	Date
Title: Agent	

Revised: 01/02/2025

PBV HOUSING ASSISTANCE PAYMENTS CONTRACT

PART 1

EXHIBIT B

Services – Maintenance and Equipment Provided by Owner Without Charges
in Addition to Rent to Owner Includes:

1. See Standard form of Lease Agreement – Exhibit A.2.attached
2. See Service Plan Agreement – Exhibit B.2. attached
3. See In-house Service Plan Agreement – Exhibit B.3.attached

SERVICE PLAN AGREEMENT

This Service Plan Agreement is made «movein_date» between Open Arms Home Health Care ("Service Provider"), The Rose of Dubuque ("Landlord") and «head_name»and «spouse_name»and «cotentant_name_1»and «cotentant_name_2»and «cotentant_name_3» ("Tenant"), and is incorporated into and is made a part of Tenant's Occupancy Agreement.

1. EVALUATION/SERVICE PLAN. Prior to and as a condition of occupancy, Landlord's designated, non-exclusive Service Provider ("Designated Service Provider") shall evaluate each proposed Tenant's functional, cognitive and health status in order to determine the Tenant's need for services from the Service Provider and prepare a Service Plan. The preoccupancy Service Plan shall be developed by a healthcare professional or human service professional in consultation with the Tenant and, at the Tenant's request, with other individuals identified by the Tenant, and, if applicable, with the Tenant's legal representative. All personnel who develop the plan and the Tenant or the Tenant's legal representative must sign the plan. If the Designated Service Provider determines that a Tenant needs personal care or health-related care, the Service Plan shall be updated within thirty days of occupancy and thereafter as needed, but not less than annually. The service plan shall be signed and dated by a multidisciplinary team, including a health care professional and other staff appropriate to meet the needs of the tenant, in consultation with the tenant and, at the tenant's request, with other individuals identified by the tenant, and with the tenant's legal representative, if applicable. Tenant's compliance with the Service Plan and recommended services is a condition of Tenant's occupancy at the facility.

The Service Provider, by signing below, verifies the preoccupancy Service Plan and certifies that Tenant does not meet Landlord's transfer requirements referenced in Lease Section 9 and Landlord's Admission/Transfer Policy and, accordingly, is qualified for occupancy. The verified pre-occupancy Service Plan, which details Tenant's specific personal care or health-related care needs, is available for Tenant's review upon request. The pre-occupancy Service Plan shall be updated by the Service Provider within thirty days of occupancy, and as needed, but not less than annually, which updates shall be noted on the plan updates page(s).

2. MEDICATIONS. Service Provider and Tenant have adopted a medication plan, which details the procedures for the self-administration by Tenant of any medication prescribed for Tenant, a copy of which is included in the pre-occupancy Service Plan. The medication plan shall follow a medication policy in compliance with 481 IAC 67.5. Service Provider shall be wholly responsible for administration and supervision of the Tenant's medication plan and shall provide the necessary personnel, including a registered nurse, to monitor, administer and implement Tenant's medication plan.

3. BASIC SERVICE PLAN. Each Tenant will be provided with basic services by a provider of their choice, which services will be responsive to each tenant's unique personal circumstances. The elements of the basic service plan offered by the Designated Service Provider are detailed in The Rose In-House Service Plan Summary – Basic Service Plan. A Tenant may contract for basic services from the Designated Service Provider or from a third-party service provider of their choice, but a third-party service provider must first execute an Assisted Service Program Agreement with Landlord and a Service Plan Agreement with Tenant and Landlord. A third-party service provider may offer fewer basic services and have a different fee or no fee for its basic services. The specifics of the

In-House Basic Service Plan available from Designated Service Provider are further explained in the In-House Service Plan Summary and in The Rose Social and Recreational Activities Policy. A No-Basic-Service Option is also available through the Designated Service Provider, which explanation is available upon request.

4. FOOD SERVICE. Food service is available to Rose tenants, which will provide Tenant with nutritional meals for consumption in the on-site dining room. After Tenant elects their meal choice, a food service plan will be prepared by Landlord's designated food service provider, which will comply with applicable assisted living facility food service regulations and incorporate the Tenant Rules and Regulations applicable to Food Service, and will be attached as Attachment A.

5. PERSONAL EMERGENCY RESPONSE SYSTEM. If a Personal Emergency Response System (PERS) is included in the Resident's Preoccupancy Service Plan, the Tenant must enter into a PERS subscription agreement with a PERS provider of their choice and Landlord, which subscription agreement must comply with the Iowa state regulations and Landlord policies and procedures. The pendant shall automatically identify the Tenant in distress and shall be monitored 24 hours a day, 7 days a week. Further explanation of a Tenant's PERS options are contained in the 24-Hour Personal Emergency Response System Policy. The Landlord offers a PERS System, which provides 24-hour, on-site monitoring of the Tenant's PERS by the Service Provider.

6. TRANSPORTATION. Transportation guidance will be provided regarding third-party providers as part of the Basic Service Plan.

7. SOCIAL AND RECREATIONAL ACTIVITIES. Basic Social and Recreational Activities will be offered to each Tenant through the Basic Service Plan. These activities will reflect each Tenant's individual circumstances and service plan. The Social and Recreational Activities Policy provides further explanation of the activities and recreational programming available at The Rose.

8. STAFFING. Service Provider and Landlord shall provide sufficient trained staff onsite at the Assisted Living Facility to fully meet Tenant's needs identified in the Service Plan, medication plan, and the Basic Service Plan and this Service Plan Agreement and to accommodate the optional services elected by the Tenant.

9. FEES.

Service Plan Services - per Service Provider Home Care Service Agreement attached hereto as Attachment B;
Medication Plan - per Service Provider Home Care Service Agreement attached hereto as Attachment B;
Basic Service Plan – per Service Provider Home Care Service Agreement attached hereto as Attachment B;
Food Service - per Food Service plan attached hereto as Attachment A;
PERS – per PERS Agreement attached hereto as Attachment C.

While it is the Tenant's responsibility to pay the fees referenced above, that payment obligation may be satisfied through third party payments arranged in advance with the respective payee or provider.

10. PAYMENT. Failure to pay for services referenced in this Agreement or otherwise arrange for payment shall result in discontinuance of the respective services and termination of this Service Plan Agreement.

11. BILLING PROCEDURE. Tenant shall receive a monthly billing for elected services, which shall be payable as designated in the respective billing statement.

12. TERMINATION OF AGREEMENT. This Service Plan Agreement shall terminate upon the occurrence of one of the following:

- (i) Termination of Tenant's lease at the Rose;
- (ii) Termination of the Assisted Service Program Agreement between Service Provider and Landlord and transition of Tenant's care to and acceptance of service for Tenant's Service Plan by another authorized service provider, which has entered into an Assisted Service Program Agreement with Landlord;
- (iii) Authorized transfer of Tenant's care to and acceptance of service for Tenant's Service Plan by another authorized service provider, which has entered into an Assisted Service Program Agreement with Landlord;
- (iv) Tenant's failure to cooperate with the Service Plan and Tenant's obstruction of the administration and implementation of the Service Plan by the Service Provider;
- (v) Tenant's failure to pay for services provided to Tenant pursuant to this Service Plan Agreement and the Tenant's Service Plan.

TENANT:

TENANT'S REPRESENTATIVE

Date: _____

Date: _____

SERVICE PROVIDER:

LANDLORD:

OPEN ARMS HOME HEALTH CARE
AGENCY

THE ROSE OF DUBUQUE, L.P.

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

ATTACHMENTS (if applicable):

- A. Food Service Plan Subscription Agreement
- B. Home Care Service Agreement
- C. PERS Agreement

Revised: September 2025

In-House Service Plan Summary

All residents may select a service provider of their choice. However, any service provider must first be qualified and provide the resident with certain required basic services. To be qualified, a service provider must agree to enter into a Service Agreement with The Rose, which commits the service provider to providing cares consistent with regulatory requirements of serving clients in a licensed ALF. The in-house service provider offers a basic service package, which includes the required basic services. This Basic Service plan offered by the in-house service provider costs \$935. If you select a different service provider, it may offer fewer basic services and have a different fee or no fee for its basic services. There is also a no-basic-service option available through the in-house provider, which explanation is available upon request.

In addition to the basic services, your chosen service provider will provide other services in response to the service needs identified in your individualized needs assessment. If you have chosen the in-house service provider, this summary explains the basic and other services, which will be provided to you. A more detailed explanation of those services is contained in your Service Plan Agreement.

Service Provider's Basic Service Plan includes:

- The cost of Activities and Special Events. We give attention to each resident's personal circumstances and provide a social, family-like atmosphere.
- On-Site staff to provide a secondary level of pendant response readiness greater than just primary pendant monitoring alone; the cost of any particular secondary response is not included in the Basic Service Plan, and instead, will be billed separately
- Mandatory Assessment completed within 30 days after admission and upon significant changes in condition, return from hospitalization, and annual assessments
- 24/7 staffing for additional security at night and on weekends
- Daily activity – door flag checks;
- Facilitation and coordination of Disaster Plans, Emergency Preparedness and Evacuations (i.e., Fire Drills and response to Fire Alarms)
- Five Free General Care Calls per month; a PERS activation and PERS acknowledgment will not constitute a care call; however, any service beyond acknowledgment and reset of the pendant will be deemed a general or medical care call as the circumstances warrant; PERS are intended only for emergency situations; a non-emergency PERS call is not a "free" care call and will be billed to the resident.
- Community Resource/Medicaid Liaison Services
 - Providing guidance to resident regarding access to third-party providers, such as medical services, transportation and on-site congregate meal services
 - Referral for social services and financial support resources
- Prevention and Wellness Clinics/General Health and General Nutritional Oversight

Additional Ala Carte Services – Fee Per Service: See Published Rates (to be attached by in-house service provider) for specific service fees

- **Homemaker Services** (light housekeeping, laundry) may be paid by Elderly Waiver; otherwise as Fee Per Service.
- **General Care Calls** are unscheduled, non-medical visits for such services as meal delivery, mail pick-up, adjust blinds, grocery unloading, and other general assistance. Care calls are billed in

fifteen minute units. Care calls are not to be generated with a PERS activation. PERS activations may be used for any purpose, but are limited to emergency-only situations. Non-emergency PERS activations will be charged as a billable care call and will not be credited as a free care call. General care calls in excess of the five free care calls are billed to each resident and are not eligible for Elderly Waiver or Medicaid coverage.

- **Medical Care Calls** are unscheduled events for such medical services as distress checks, blood pressure checks, incontinence accidents, vomiting and secondary pendant responses of a medical nature; medical care calls may be paid by Medicaid; otherwise as a Fee Per Visit.
- **Nursing Visits** may be paid by Medicaid; otherwise as Fee Per Visit.
- **Home Health Aide** may be paid by Medicaid; otherwise as Fee Per Visit.

Basic Service Plan Fee - \$935 per month

Payment options:

1. Payable from insurance/LT care coverages or other third-party payors, e.g., elderly waiver.

The Basic Service Plan includes on-call features. \$910 of the Basic Service fee is attributable to on-call features and readiness and may be covered in large part by the Elderly Waiver as an On-Call Service through the Rose's participation in the Assisted Living Facility Assisted Living Service Program. When a third-party payor (e.g., elderly waiver) is available, the cost to the resident shall be \$25.

Note: if the monthly payment authorization from third party payors, e.g., elderly waiver, is less than 31 daily service units, the resident will have a co-pay obligation of \$350 (\$25 for basic services and \$325 for on-call features). The \$325 portion of the resident's co-pay obligation may be avoided if the third-party payor (e.g., elderly waiver) payment authorization equals 31 daily units.

2. Absent third-party payors, residents may pay a fee based on ability-to-pay, but in no event less than \$350.

Ability-to-pay Formula: Fee = 30% of resident's Net Income

Net Income = Gross qualified income less tenant's out-of-pocket payments for rent, meals, PERS and Open Arms services and an \$400 personal allowance.

The resident's ability-to-pay fee is calculated to be _____, which is more/less (circle one) than \$350.

Election:

_____ I elect to subscribe to the Basic Service Plan Fee. The Basic Service Fee is payable and remains the resident's obligation for as long as the resident's lease is in effect, regardless of whether the resident is absent from the building.

- My third-party payor is _____
- I agree that if payment from my third party payer authorization is less than 31 daily units per month, I will have a co-pay obligation of \$350, rather than \$25.
- I do not have a third party payor and my ability-to-pay formula fee is _____

Client Signature: _____

Date: _____

Updated 07/17/2024

PBV HOUSING ASSISTANCE PAYMENTS CONTRACT

PART 1

EXHIBIT C

Utilities Provided by Owner Without Charges in Addition to Rent to Owner Includes:

- Landlord pays all utilities (including Internet), except cable and telephone - Exhibit A.2. attached (standard form of Lease Agreement).

Apartment Inspection Report

The Rose of _____ «community» _____

Resident's Name _____ «head_name» «spouse_name» _____ Apartment No «apt_nbr» _____

Move-In Date _____ «movein_date» _____ Move-Out Date _____

AREA / ITEM	MOVE IN	MOVE OUT	CHARGES
Living Room			
Blinds			
Carpet & Flooring			
Fixtures			
Windows / Screens			
Walls			
Other			
Kitchen/Dining Room			
Cabinets			
Counter Tops			
Dishwasher			
Walls			
Garbage Disposal			
Fixtures – lights, faucets, knobs			
Entry Door			
Lock			
Stove/Vent Hood			
Refrigerator			
Sinks			
Floor			
Other			
Bedroom One			
Blinds			
Doors			
Windows / Screens			
Walls			
Closet			
Carpet/Flooring			
Bedroom Two			
Blinds			
Doors			
Windows / Screens			
Walls			
Closet			
Carpet/Flooring			
Other			

Bathroom			
Cabinets			
Toilet			
Fixtures			
Doors			
Flooring			
Sink			
Shower/Shower Seat			
Walls			
Linen Closet			
Wardrobe Closet			
Other			
Storage Closet			
Air Conditioner / Remote			
Smoke Alarms			
PERS / Pendent			
# of Unit Keys			
# of Fobs			
# of Mailbox Keys			
# of Building Keys			
		Total Charges	

I and/or we accept this form as part of the Lease Agreement and agree that it is an accurate account of the condition of said premises, and any damage of said premises, unless I report otherwise in writing within 48 hours of move in. The signature of one resident/appointee shall constitute acceptance by all parties.

I certify that the foregoing report accurately represents the condition of the above-identified apartment and that the apartment is in decent, safe, and sanitary condition. If the report discloses any deficiencies, I certify that they will be remedied within 30 days of the date this resident moves in to the apartment.

Resident Move-In Signature

Management Move-In Signature

Resident Move-Out Signature

Management Move-Out Signature

Forwarding Address _____

March 23, 2015 Update

PBV HOUSING ASSISTANCE PAYMENTS CONTRACT

PART 1

EXHIBIT D

Features Provided to Comply with Program Features of Section 504 of the Rehabilitation Act of 1973

- 100 % of the units are adaptable
- 5% are fully accessible
- The unit showers are equipped with low dam heights and added grab bars for ease of use
- The unit cabinets in all units have ADA compliant toe kick space.
- All stools have grab bars installed.
- The flooring types are chosen so as to not inhibit wheelchair or walker use.
- All doors in the entire facility are 3/0 and meet accessibility requirements
- All door hardware meets ADA compliance.
- All outlets are installed higher than standard to meet ADA reach limits.
- There are two elevators to accommodate HDCP access to upper floors.
- There are (2) whirlpool bathing rooms to assist residents who have extraordinary issues bathing themselves.
- The exterior patios and walkways are designed to provide opportunity for residents to enjoy exterior features
- There are raised planted beds in addition to the garden plots.

**Tenancy Addendum
Section 8 Project-Based
Voucher Program**
(to be attached to the lease)

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 04/30/2026)

OMB Burden Statement. Public reporting burden for this collection of information is estimated to average 0.25 hours, including the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.256(b)(3), under which the lease between the owner and the tenant must include a HUD-required tenancy addendum. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice: The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by 24 CFR 983.256(b)(3). The information is used to provide Section 8 PBV assistance in the form of housing assistance payments. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

Instructions for use of Tenancy Addendum:

This tenancy addendum is used in the Section 8 project-based voucher (PBV) program. Under the program, HUD provides funds to a public housing agency (PHA) for rent subsidy on behalf of eligible families. The main regulation for this program is 24 Code of Federal Regulations Part 983.

The tenancy addendum has two parts:

Part A: Tenancy Addendum Information (fill-ins). See section by section instructions.

Part B: Tenancy addendum (no information is entered in this part).

How to fill in Part A - Section by Section Instructions:

Section 2: Tenant

Enter full name of tenant.

Section 3. Contract Unit

Enter address of unit, including apartment number, if any.

Section 4. Household Members

Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities.

Section 5. Initial Lease Term

Enter first date and last date of initial lease term. The initial lease term must be for at least one year. 24 CFR § 983.256(f).

Section 6. Initial Rent to Owner

Enter the amount of the monthly rent to owner during the initial lease term.

Section 7. Initial Tenant Rent

Enter the initial monthly amount of tenant rent.

Section 8. Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

Section 9. Utilities and Appliances

The lease must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 9 to show who is responsible to provide or pay for utilities and appliances.

Part A of the Tenancy Addendum

(Fill out all of the information in Part A.)

1. Contents of Tenancy Addendum

This Tenancy Addendum has two parts:

Part A: Tenancy Addendum Information

Part B: Tenancy Addendum

2. Tenant

--

3. Contract Unit

--

4. Household

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

--

5. Initial Lease Term

The initial lease term begins on (mm/dd/yyyy): _____

The initial lease term ends on (mm/dd/yyyy): _____

6. Initial Rent to Owner

The initial rent to owner is: \$ _____

7. Initial Tenant Rent

The initial tenant rent is: \$ _____ per month. The amount of the tenant rent is subject to change by the PHA during the term of the lease in accordance with HUD requirements.

8. Initial Housing Assistance Payment

At the beginning of the Housing Assistance Payments (HAP) contract term, the amount of the housing assistance payment by the PHA to the owner is \$ _____ per month. The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

Previous editions are obsolete

Form HUD 52530.c
(04/2023)
Page 2 of 12

9. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an “O”. The tenant shall provide or pay for the utilities and appliances indicated below by a “T”. Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type			Paid by
Heating	☐ Natural gas	☐ Bottle gas ☐ Oil or Electric	☐ Coal or Other	
Cooking	☒ Natural gas	☐ Bottle gas ☐ Oil or Electric	☐ Coal or Other	
Water Heating	☐ Natural gas	☐ Bottle gas ☐ Oil or Electric	☐ Coal or Other	
Other Electric				
Water				
Sewer				
Trash Collection				
Air Conditioning				
				Provided by
Refrigerator				
Range/Microwave				
Other (specify)				

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

Signatures:

Owner

Print or Type Name of Owner

Signature

Print or Type Name and Title of Signatory

Date

Tenant

Print or Type Name of Family Representative

Signature

Print or Type Name of Family Representative

Date

Previous editions are obsolete

Form HUD 52530.c
(04/2023)
Page 3 of 12

Part B of the Tenancy Addendum

1. Section 8 Project-Based Voucher (PBV) Program

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 PBV program of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the public housing agency (PHA) under the PBV program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

- a. The owner has given the PHA a copy of the lease, including any revisions agreed to by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with HUD requirements and the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

- a. During the lease term, the family will reside in the contract unit with assistance under the PBV program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may be used for residence only by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit-making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

- a. The initial and redetermined rent to owner are established in accordance with HUD requirements.
- b. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
 - (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
 - (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

- a. The tenant rent is the portion of the monthly rent to owner paid by the family. The PHA determines the tenant rent in accordance with HUD requirements. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 PBV program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. The rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease. The rent to owner does not include charges for non-housing services such as food, furniture or supportive services provided by the owner.
- f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

- a. With the exception of families receiving PBV assistance in assisted living developments (see paragraph b. below), the owner may not require the tenant or family members to pay charges for any meals or supportive services which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- b. In assisted living developments receiving project-based assistance, the owner may charge tenants, family members, or both for meals or supportive services. Any such charges must be specified in the lease. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in assisted living developments.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and Appliances

- (1) The owner must provide all utilities needed to comply with the HQS.

(2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:

(a) Pay for any utilities that are to be paid by the tenant.

(b) Provide and maintain any appliances that are to be provided by the tenant.

c. Family Damage. The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. Housing Services. The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

a. Requirements. The owner may terminate the tenancy only in accordance with the lease and HUD requirements.

b. Grounds. During the term of the lease (the initial term of the lease or any extension term), the owner may terminate the tenancy only because of:

(1) Serious or repeated violation of the lease;

(2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;

(3) Criminal activity or alcohol abuse (as provided in paragraph c); or

(4) Other good cause (as provided in paragraph d).

c. Criminal Activity or Alcohol Abuse

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

(a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

(b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

(c) Any violent criminal activity on or near the premises; or

(d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

(a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

(b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other Good Cause for Termination of Tenancy

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause includes:

(a) Disturbance of neighbors,

(b) Destruction of property, or

(c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause includes the tenant's failure to accept the owner's offer of a new lease or revision.

e. Automatic Renewal of the Lease

Although the lease automatically renews (for successive definite terms or for an indefinite extension of the term, as provided for in the lease), an owner may terminate the lease for good cause.

f. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

(1) Purpose: This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.

(2) Conflict with other Provisions: In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

(3) Effect on Other Protections: Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault or stalking.

(4) Definition: As used in this section, the terms "actual and imminent threat," "affiliated individual," "bifurcate," "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in HUD's regulations at 24 CFR part 5, subpart L. The terms "Household" and "Other Person Under the Tenant's Control" are defined at 24 CFR part 5, subpart A.

(5) VAWA Notice and Certification Form: The PHA shall provide the tenant with the "Notice of Occupancy Rights under VAWA" and the certification form described under 24 CFR 5.2005(a)(1) and (2).

(6) Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:

(a) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the tenant on the basis of or as a direct result of the fact that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).

(b) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the tenant's household or any guest or other person under the tenant's control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the tenant or an affiliated individual of the tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).

(c) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall such incident or incidents be construed as other "good cause" for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).

(7) Compliance with Court Orders: Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the tenant's household. 24 CFR 5.2005(d)(1).

(8) Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking: Nothing in this section shall be construed to limit any otherwise available authority of the landlord to evict or the public housing authority to terminate the assistance of a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. However, the landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

(9) Actual and Imminent Threats:

(a) Nothing in this section will be construed to limit the authority of the landlord to evict the tenant if the landlord can demonstrate that an "actual and imminent threat" to other tenants or those employed at or providing service to the property would be present if the tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: "Actual and imminent threat" refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).

(b) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

(10) Emergency Transfer: A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA's emergency transfer plan. 24 CFR 5.2005(e). The PHA's emergency transfer plan, which must be made available upon request, must:

(a) Incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant's dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

(b) Give the victim priority to receive the next available opportunity for continued tenant-based rental assistance if they have been living in the PBV unit for one year or more. 24 CFR 983.261;

(c) Describe policies or efforts a PHA will take when the victim has been living in a unit for less than one year, or the victim seeks to move sooner than a tenant-based voucher will be available.

(d) For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

(11) Bifurcation: Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the tenant's household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the landlord may "bifurcate" the lease, or remove that household member from the lease, without regard to whether that household member is a signatory to the lease, in order to evict, remove, or terminate the occupancy rights of that household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the Housing Choice Voucher program. 24 CFR 5.2009(a). If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

(a) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;

(b) Establish eligibility under another covered housing program; or;

(c) Find alternative housing.

(12) Family Break-up: If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA may offer the victim the opportunity for continued tenant-based rental assistance.

(13) Move with Continued Assistance: The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency, if:

(a) The move was needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and

(b) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 983.261.

(15) Confidentiality:

(a) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.

(b) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.

(c) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

g. Eviction by Court Action. The owner may evict the tenant only by a court action.

h. Owner Notice of Grounds

(1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.

(2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.

(3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

10. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

Upon termination or expiration of the HAP contract without extension, each family assisted under the contract may elect to use its assistance to remain in the same project if the family's unit complies with the inspection requirements, the rent for the unit is reasonable, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount for tenant-based utilities) exceeds the applicable payment standard.

11. Family Right to Move

a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.

b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental

assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable nondiscrimination and equal opportunity laws, statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex (including sexual orientation and gender identity), national origin, age, familial status, or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

14. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 PBV program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. Changes in Lease and Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. The owner must notify the PHA in advance of any proposed change in lease requirements governing the allocation of tenant and owner responsibilities for utilities. Such changes may be made only if approved by the PHA and if in accordance with the terms of the lease relating to its amendment. The PHA must redetermine reasonable rent in accordance with HUD requirements, based on any changes in the allocation of responsibility for utilities between the owner and tenant, and the redetermined reasonable rent shall be used in the calculation of the rent to owner from the effective date of the change.

16. Written Notices

Previous editions are obsolete

Form HUD 52530.c
(04/2023)
Page 11 of 12

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

17. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Excepted Unit. A contract unit in a multifamily building not counted against the per-building cap on PBV assistance (25 units or 25 percent of the units in the project, whichever is greater) (see 24 CFR § 983.56(b)).

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 PBV program.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 PBV program. HUD requirements are issued by HUD headquarters as regulations, Federal Register notices or other binding program directives. The Lease Addendum shall be interpreted and implemented in accordance with HUD requirements.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 project-based voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

**Section 8 Project-Based Voucher Program
Statement of Family Responsibility**

OMB Burden Statement: The public reporting burden for this collection of information is estimated to average 0.25 hours, including the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.252(b), under which the PHA must give the family a packet that includes the family obligations under the program. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice: The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to certify the members of the family participating in the Section 8 project-based voucher program and the family's awareness of their family responsibilities under the program. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

- 1. Certification.** The undersigned public housing agency (PHA) hereby certifies that the family consisting of the following members:

is eligible to participate in the Section 8 project-based voucher program of this PHA and is approved to occupy a unit at:

Under this program, the PHA makes housing assistance payments to owners for units leased and occupied by participating families.

2. **Tenant Rent.** The tenant rent is the portion of the monthly rent to owner paid by the family, and is based on the family's income, composition, and expenses. The PHA determines the tenant rent in accordance with HUD requirements.
3. **Changes in Tenant Rent.** A family's tenant rent may change because of changes in program requirements or changes in family income, composition, or expenses. Any change in a family's tenant rent will be effective on the date stated in a notice by the PHA to the family and owner.
4. **PHA Housing Assistance Payment.** The monthly housing assistance payment by the PHA to the owner for a unit leased by a family is the rent to owner minus the tenant rent (total tenant payment minus any applicable utility allowance). The family is not responsible for payment of the portion of the rent to owner covered by the housing assistance payment.

5. Family Right to Move.

- (A) The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family elects to terminate the lease in this manner, the PHA must offer the family the opportunity for continued tenant-based rental assistance in accordance with HUD requirements.
- (B) Before providing notice to terminate the lease under paragraph (A), the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA must give the family priority to receive the next available opportunity for continued tenant-based rental assistance.

6. Family Obligations.

- (A) Any family participating in the project-based voucher program of the undersigned PHA must follow the rules listed below in order to continue to receive housing assistance under the program. Any information the family supplies must be true and complete.
- (B) Each family member must:
 - 1. Supply any information that the PHA or HUD determines to be necessary for administration of the program.

2. Supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
3. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
4. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
5. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
6. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
7. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
8. Use the assisted unit for residence by eligible family members. The unit must be the family's only residence.
9. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
10. Request PHA written approval to add any other family member as an occupant of the unit.

11. Promptly notify the PHA in writing if any family member no longer lives in the unit.
12. Give the PHA a copy of any owner eviction notice.
13. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
14. Submit evidence of citizenship or eligible immigration status if they are seeking assistance. Families in which all members are U.S. citizens or have eligible immigration status are eligible for assistance. Mixed families, in which at least one member is a U.S. citizen or has eligible immigration status and at least one member does not contend eligible immigration status, are eligible for pro-rated assistance.

(C) The family (including each family member) must not:

1. Own or have any interest in the unit.
2. Commit any serious or repeated violation of the lease.
3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

5. Sublease or let the unit or assign the lease or transfer the unit.
6. Receive project-based voucher assistance while receiving another housing subsidy for the same unit or a different unit under any other Federal, State or local housing assistance program.
7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
8. Receive project-based voucher assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
9. Engage in abuse of alcohol in a way that threatens the health, safety or right of peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

7. **Termination of Assistance.** The PHA may terminate housing assistance for any grounds authorized in accordance with HUD requirements, including family violation of any obligation under Section 6 of this Statement of Family Responsibility.

8. **Illegal Discrimination.** If the family has reason to believe that it has been discriminated against on the basis of age, race, color, religion, sex

Previous editions are obsolete

form HUD-52578b

Page 6 of 8

(including sexual orientation and gender identity), disability, national origin, or familial status, the family may file a housing discrimination complaint with any HUD office in person, by mail, or by telephone. The PHA will give the family information on how to fill out and file a complaint. Eligibility for HUD's programs must be made available without regard to actual or perceived sexual orientation, gender identity, or marital status.

- 9. Violence Against Women Act (VAWA).** VAWA and HUD's implementing regulations provide housing protections for victims of domestic violence, dating violence, sexual assault, and stalking. The PHA will provide the Notice of Occupancy Rights and Certification Form and is responsible for having an emergency transfer plan. The lease addendum also includes a description of specific protections.
- 10. HUD Requirements.** HUD requirements for the Section 8 project-based voucher program are issued by Headquarters as regulations, Federal Register notices, or other binding directives. The Statement of Family Responsibility shall be interpreted and implemented in accordance with HUD requirements.

KEEP THIS DOCUMENT FOR YOUR RECORDS

Family

Name of Family Representative:

Address, Telephone Number:

Signature of Family Representative, Date:

Public Housing Agency

Name of PHA:

Address, Telephone Number:

Signature of PHA Representative, Title, Date:

**City of Dubuque
City Council**

CONSENT ITEMS # 12.

ITEM TITLE:	Approval of Five Flags Civic Center Management Agreement Second Amendment
SUMMARY:	City Manager recommending City Council approval of the Five Flags Civic Center Management Agreement Second Amendment.
SUGGESTED DISPOSITION:	Receive and File; Approve

- ATTACHMENTS:**
- 1. MVM Memo
 - 2. Staff Memo
 - 3. Five Flags Management Agreement Second Amendment
 - 4. 25-8-4 Five Flags Management Agreement Amendment 1 City Council Action Item

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Approval of Five Flags Civic Center Management Agreement Second Amendment

DATE: October 1, 2025

Parks and Recreation Director Matt Kalceвич is recommending City Council approval of Five Flags Civic Center Management Agreement Second Amendment.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Matt Kalceвич, Parks and Recreation Director
Marie L. Ware, Acting Project and Facilities Manager
Assistant City Attorney Jason Lehman
General Manager for Five Flags Civic Center and Grand River Center Ryan Bonifas

TO: Michael C. Van Milligen, City Manager
FROM: Matt Kalcevich, Parks and Recreation Director
SUBJECT: Approval of Five Flags Civic Center Management Agreement Second Amendment
DATE: October 1, 2025

INTRODUCTION

The purpose of this memo is to request approval of Five Flags Civic Center Management Agreement Second Amendment.

BACKGROUND

Global Spectrum, L.P., d/b/a Oak View Group (OVG) began operations of the Five Flags Civic Center on July 1, 2025. The liquor licensing began moving forward right away as a new license had to be obtained in OVG's name. OVG's SVP & Deputy General Counsel Cait Burggraf alerted Assistant City Attorney Jason Lehman and Acting Project and Facilities Manager Marie Ware August 1, 2025 of an issue regarding the liquor license for Five Flags Civic Center. Burggraf reported the following:

"The reviewing agent at the liquor board has flagged the following:

- Alcohol revenue is included in the definition of "Event Revenue";
- The City retains 100% of Event Revenue up to the benchmark and 90% thereafter;
- As a result, the City retains 10% or more of alcohol revenue and must therefore be listed as an owner on the liquor license.

Our liquor license will not be approved until this structure is revised. Please see below the proposed next steps from our reviewing agent:

The Iowa Alcohol & Tax Compliance Division has reviewed your application for a Class C Retail Alcohol License App-219237 GLOBAL SPECTRUM, L.P. DBA Five Flags Center

During our review, we identified **one issue** that requires your attention.

On page 9 section 3.2 the lease shows there is a profit share of 10% of event revenue. **The Iowa code requires any person or entity with 10% interest or more to be listed as an owner.** To correct this please do one of the following:

1. Submit an ownership amendment on ELAPS with correct percentages for Global spectrum and City of Dubuque.

- This will need to be approved by the city, then will hit my queue. Can take anywhere from a day to 3 months depending on the city's approval process.

OR

2. Redefine "event Revenue" to exclude beer liquor and wine.

- This will go directly to me and will be reviewed by my team lead.

***on the phone I told you changing the percentage to 9 would work as well, however this would still require an ownership amendment to correct Spectra's percentage. You can do this in the future, but I would not recommend on this application. ”

In order to secure liquor license approval, we must revise the contract to (i) exclude alcohol sales from the definition of “Event Revenue” and (ii) create a new category—“Alcohol Revenue”—under which the City would receive 9.9%. While this is not a long-term solution, amending the contract to reflect this structure would allow us to obtain the license for an interim period.

Recognizing this interim revision would create an imbalance in fees paid to OVG, OVG included language in the amendment providing that Alcohol Revenue will be held in escrow pending a subsequent amendment that (i) reflects the final restructured deal, or (ii) indicates the willingness of the City to be named as an owner on the liquor license.”

This had to be resolved at the Monday, August 4, 2025 City Council meeting for OVG to procure alcohol for the first event on August 8. The City Council approved Amendment #1 at this meeting.

DISCUSSION

OVG has been working diligently with the State of Iowa Alcohol and Tax Compliance Division to reach a solution that would meet compliance standards. The Compliance Division requested the following:

- Global Spectrum, LP provide the Iowa eLaps log in credentials for Global Spectrum, LP to the Compliance Division.
- For each venue provide a copy of the fully executed amendments showing City of Dubuque to be Disclosed Party on the liquor licenses receiving more than 10% of revenue from the licensed business.

- For the City please confirm:
 - Full legal name.
 - FEIN.
 - Telephone number.
 - Mailing address.
 - Name and address for any Ownership Entity.
- For each of the individual officers of the City please provide:
 - Full name.
 - Title.
 - Social Security Number.
 - Date of Birth.
 - Confirm if they are a US Citizen.
 - Phone number.
 - Email address.
 - Percentage of Ownership.
 - Residential Address.
 - Confirm if such individual has been convicted of any violation of any state, county, city, federal or foreign law.

The second bullet point above would be accomplished by the City providing the current Civic Center Management Agreement between the City of Dubuque, IA and Global Spectrum, L.P., d/b/a Oak View Group and the already adopted First Amendment and the Second Amendment that is the action being requested.

The fourth bullet point above would be accomplished by the City providing the information listed for each of the officers of the City which are the Mayor and City Council. This would be gathered by the City Attorney's office and provided to the Compliance Division contact.

These actions would allow for the State of Iowa Compliance Division to update the current liquor license for Five Flags. The money that had been held in escrow related to alcohol revenue would be released from escrow and deposited into the operational accounts for Five Flags. Each year at the renewal of the liquor license the officers of the City (Mayor and City Council) would provide the information for renewal licenses.

Assistant City Attorney Jason Lehman has reviewed the Second Amendment.

ACTION REQUESTED

I respectfully request approval of Five Flags Civic Center Management Agreement Second Amendment.

Prepared by: Marie L. Ware, Acting Project and Facilities Manager

cc: Assistant City Attorney Jason Lehman

General Manager for Five Flags Civic Center and Grand River Center Ryan Bonifas

SECOND AMENDMENT TO THE CIVIC CENTER MANAGEMENT AGREEMENT

This Second Amendment to the Civic Center Management Agreement (this “**Second Amendment**”) is effective as of October 6, 2025 (the “**Second Amendment Effective Date**”) between (i) Global Spectrum, L.P. d/b/a Oak View Group, a Delaware limited partnership (“**OVG**”), and (ii) the City of Dubuque, Iowa, a municipality organized under the laws of the State of Iowa (“**Owner**”).

RECITALS

A. OVG and Owner are parties to that certain Civic Center Management Agreement dated as of June 12, 2025, as amended by the First Amendment dated August 4, 2025 (collectively, the “**Agreement**”) pursuant to which the Owner granted to OVG the exclusive right and privilege to manage and operate the *Five Flags Civic Center* (the “**Facility**”).

B. OVG and Owner have reached an agreement on modified financial and liquor license terms as contemplated by the First Amendment, and as further described herein.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:

1. **Definitions.** All of the defined terms and definitions set forth in the Agreement shall apply to and are incorporated into this Second Amendment, except that any modifications thereto and/or all other defined terms and definitions set forth in this Second Amendment shall apply.

2. **Updated Financial Arrangements.** Pursuant to the First Amendment, the parties have negotiated in good faith regarding the distribution of Alcohol Revenue to ensure compliance with all applicable Iowa alcoholic beverage control laws, rules, and regulations. The parties have agreed to retain the current fee structure (as outlined in Article 3 of the Agreement) and as a result, Owner shall be included as a co-licensee on the Liquor License issued to OVG in connection with the Facility.

3. **Alcohol License Obligations.** In connection with Owner’s inclusion as a co-licensee on the Liquor License, Owner shall timely provide all information regarding its officers as required by the Iowa Alcoholic Beverages Commission and shall otherwise cooperate in the application process. Owner shall comply with all applicable laws, rules, and regulations relating to its status as a co-licensee and shall not take any action that could jeopardize the active status of the Liquor License.

4. **Reverted Financial Terms.** All Alcohol Revenue (as defined in the First Amendment) shall be deemed Revenue for purposes of the Agreement going forward. As of the date Owner obtains status as a co-licensee on the Liquor License (the “**Liquor License Modification Date**”), the financial modifications made by the First Amendment shall cease to apply, and the financial terms of Article 3 of the Agreement shall thereafter govern. For avoidance of doubt, the terms of the First Amendment applicable to Alcohol Revenue shall apply until the Liquor License Modification Date. Thereafter (a) the Interim Fee Differential retained by OVG following the First Amendment through the Liquor License Modification Date, shall be distributed in accordance with Article 3 of the Agreement within thirty (30) days of the Liquor License Modification Date; and (b) the Revenue Incentive shall be calculated and paid as contemplated by Article 3 of the Agreement (with all Alcohol Revenue included therein). Any delay in the Liquor License Modification Date resulting from Owner’s failure to timely provide required information shall not constitute a breach of the Agreement by OVG. Owner shall indemnify, defend, and hold harmless OVG from and against any claims arising out of or relating to such delay.

5. **Agreement Modification.** The parties agree that following the Liquor License Modification Date, Section (i) of Exhibit A-2 of the Agreement shall be deleted in its entirety and replaced with the following:

“(i) OVG shall obtain and maintain, the expenses of which shall be Operating Expenses (except as otherwise expressly provided herein), all licenses, permits, and approvals necessary for the operation of the Food and Beverage Services, including those required for the on-premise sale of alcoholic beverages at the Facility (specifically, the “**Liquor License**”). The parties acknowledge that, pursuant to applicable Iowa alcoholic beverage control laws, and in order to accommodate the fee structure contemplated by this Agreement, Owner shall be named as a co-licensee on the Liquor License issued for the Facility. Owner shall timely provide all information, signatures, and other documentation reasonably required by the Iowa Alcoholic Beverages Division (or any successor regulatory authority) in connection with the Liquor License, and shall otherwise cooperate in good faith to maintain the active status of the Liquor License. Owner shall not take, or fail to take, any action that could reasonably be expected to impair, suspend, revoke, or otherwise adversely affect the validity of the Liquor License or the ability of OVG to sell alcoholic beverages at the Facility. In the event of a suspension of the Liquor License or restriction of alcohol service at the Facility caused by Owner’s acts or omissions, the parties shall work diligently and in good faith to mitigate any resulting losses or damages, provided that OVG shall have no obligation to compensate Owner for any lost revenues or damages attributable to such suspension or restriction and Owner shall indemnify OVG for any claims relating thereto.”

6. **Incorporation of Agreement.** The modifications, amendments, and additions to the Agreement described herein, and the defined terms set forth in this Second Amendment, shall be incorporated into the Agreement as of the Second Amendment Effective Date.

7. **Continuation of Terms of Agreement.** This Second Amendment and the Agreement are to be read together and *in pari materia* but to the extent of any inconsistency between any term of this Second Amendment and any term of the Agreement, the terms of this Second Amendment shall control and prevail. Except as otherwise specifically modified and amended by this Second Amendment as of the Second Amendment Effective Date, all of the terms and conditions of the Agreement shall continue to be binding and effective.

8. **Counterparts.** This Second Amendment may be executed in two or more counterparts, each of which shall be considered an original.

9. **Entire Agreement.** This Second Amendment constitutes the entire understanding of the parties with respect to modifications and amendments described herein.

10. **Applicable Law.** This Second Amendment shall be construed and interpreted in accordance with the laws of the State of Iowa, without regard to conflict of laws.

11. **Authority.** The parties acknowledge, warrant and represent that each has the full right, authority and power to enter into this Second Amendment. The parties further acknowledge, warrant, and represent that the execution by the individuals noted below for such party, and the delivery and performance by the parties of this Second Amendment has been and/or shall be duly authorized by all necessary action of the parties and no other action on the part of the respective parties is required in connection therewith and that this Second Amendment and each agreement, document and instrument executed and delivered pursuant to this Second Amendment constitutes, or when executed and delivered will constitute, valid and binding obligations of the respective parties enforceable in accordance with their terms.

[Signature Page Follows]

ACCEPTED AND AGREED as of the Second Amendment Effective Date:

GLOBAL SPECTRUM, L.P.

By: Global Spectrum, LLC
its general partner

By: 
Brian Rothenberg (Oct 1, 2025 10:55:56 EDT)

Name: Brian Rothenberg
Its: President

THE CITY OF DUBUQUE, IOWA

By: _____

Print Name: _____

Print Title: _____

OVG360 Dubuque IA - Five Flags Mgmt Agr Amend2 (Execution Copy) eff.10-6-25

Final Audit Report

2025-10-01

Created:	2025-10-01
By:	Cait Burggraf (cait.burggraf@oakviewgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAO2ix9YKT9vcvqVme-1zsjlc0jE2Zt3xz

"OVG360 Dubuque IA - Five Flags Mgmt Agr Amend2 (Execution Copy) eff.10-6-25" History

-  Document created by Cait Burggraf (cait.burggraf@oakviewgroup.com)
2025-10-01 - 2:47:27 PM GMT
-  Document emailed to Brian Rothenberg (brian.rothenberg@oakviewgroup.com) for signature
2025-10-01 - 2:47:31 PM GMT
-  Email viewed by Brian Rothenberg (brian.rothenberg@oakviewgroup.com)
2025-10-01 - 2:55:00 PM GMT
-  Document e-signed by Brian Rothenberg (brian.rothenberg@oakviewgroup.com)
Signature Date: 2025-10-01 - 2:55:56 PM GMT - Time Source: server
-  Agreement completed.
2025-10-01 - 2:55:56 PM GMT

**City of Dubuque
City Council**

ACTION ITEMS # 9.

ITEM TITLE:	Approval of Five Flags Civic Center Management Agreement Amendment #1
SUMMARY:	City Manager recommending City Council approval of the Five Flags Civic Center Management Agreement Amendment #1.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. Approval of Five Flags Civic Center Management Agreement Amendment _1
2. 25-8-4 MVM Civic Center Management Agreement Amendment 1
3. OVG360 Dubuque IA - Five Flags Mgmt Agreement Amend 1 eff. 8-4-25 - signed
4. 25-7-1 Civic Center Management Agreement City OVG Fully Executed

TO: The Honorable Mayor and City Council Members

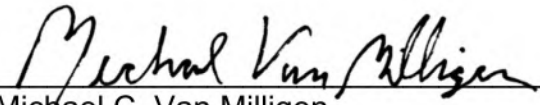
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Approval of Five Flags Civic Center Management Agreement Amendment #1

DATE: August 4, 2025

Interim Parks and Recreation Director Stephen Fehsal is recommending City Council approval of the Five Flags Civic Center Management Agreement Amendment #1.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Stephen Fehsal, Interim Parks and Recreation Director
Marie Ware, Acting Project and Facilities Manager
Assistant City Attorney Jason Lehman

TO: Michael C. Van Milligen, City Manager
FROM: Stephen J. Fehsal, Interim Parks and Recreation Director
SUBJECT: Approval of Five Flags Civic Center Management Agreement Amendment #1
DATE: August 4, 2025

INTRODUCTION

The purpose of this memo is to request approval of Five Flags Civic Center Management Agreement Amendment #1.

BACKGROUND

OVG began operations of the Five Flags Civic Center on July 1, 2025. The liquor licensing began moving forward right away as a new license had to be obtained in OVG's name.

DISCUSSION

OVG's SVP & Deputy General Counsel Cait Burggraf alerted Assistant City Attorney Jason Lehman and Acting Project and Facilities Manager Marie Ware late Friday of an issue regarding the liquor license for Five Flags Civic Center. Burggraf reported the following:

"The reviewing agent at the liquor board has flagged the following:

- Alcohol revenue is included in the definition of "Event Revenue";
- The City retains 100% of Event Revenue up to the benchmark and 90% thereafter;
- As a result, the City retains 10% or more of alcohol revenue and must therefore be listed as an owner on the liquor license.

Our liquor license will not be approved until this structure is revised. Please see below the proposed next steps from our reviewing agent:

The Iowa Alcohol & Tax Compliance Division has reviewed your application for a Class C Retail Alcohol License App-219237 GLOBAL SPECTRUM, L.P. DBA Five Flags Center

During our review, we identified **one issue** that requires your attention.

On page 9 section 3.2 the lease shows there is a profit share of 10% of event revenue. **The Iowa code requires any person or entity with 10% interest or more to be listed as an owner.** To correct this please do one of the following:

1. Submit an ownership amendment on ELAPS with correct percentages for Global spectrum and City of Dubuque.

- This will need to be approved by the city, then will hit my queue. Can take anywhere from a day to 3 months depending on the city's approval process.

OR

2. Redefine "event Revenue" to exclude beer liquor and wine.

- This will go directly to me and will be reviewed by my team lead.

***on the phone I told you changing the percentage to 9 would work as well, however this would still require an ownership amendment to correct Spectra's percentage. You can do this in the future, but I would not recommend on this application. ”

In order to secure liquor license approval, we must revise the contract to (i) exclude alcohol sales from the definition of "Event Revenue" and (ii) create a new category—"Alcohol Revenue"—under which the City would receive 9.9%. While this is not a long-term solution, amending the contract to reflect this structure would allow us to obtain the license for an interim period.

Recognizing this interim revision would create an imbalance in fees paid to OVG, OVG included language in the amendment providing that Alcohol Revenue will be held in escrow pending a subsequent amendment that (i) reflects the final restructured deal, or (ii) indicates the willingness of the City to be named as an owner on the liquor license.

This must be resolved Monday, August 4, in order for us to procure alcohol for the first event on August 8. Assistant City Attorney Jason Lehman has reviewed the First Amendment.

ACTION REQUESTED

I respectfully request approval of Five Flags Civic Center Management Agreement Amendment #1.

Prepared by: Marie L. Ware, Acting Project and Facilities Manager

cc: Assistant City Attorney Jason Lehman
General Manager for Five Flags and Grand River Center Ryan Bonifas

FIRST AMENDMENT TO THE CIVIC CENTER MANAGEMENT AGREEMENT

This First Amendment to the Civic Center Management Agreement (this “**First Amendment**”) is effective as of August 4, 2025 (the “**First Amendment Effective Date**”) between (i) Global Spectrum, L.P. d/b/a Oak View Group, a Delaware limited partnership (“**OVG**”), and (ii) the City of Dubuque, Iowa, a municipality organized under the laws of the State of Iowa (“**Owner**”).

RECITALS

A. OVG and Owner are parties to that certain Civic Center Management Agreement dated as of June 12, 2025, (the “**Agreement**”) pursuant to which the Owner granted to OVG the exclusive right and privilege to manage and operate the *Five Flags Civic Center* (the “**Facility**”).

B. OVG and Owner desire to amend the financial terms of the Agreement for a limited period while they engage in good faith negotiations to restructure the Agreement’s financial terms, as further described herein.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:

1. **Definitions.** All of the defined terms and definitions set forth in the Agreement shall apply to and are incorporated into this First Amendment, except that any modifications thereto and/or all other defined terms and definitions set forth in this First Amendment shall apply.

2. **Interim Financial Arrangements.** The parties have agreed to renegotiate the financial terms of the Agreement to ensure compliance with Iowa alcoholic beverage control laws (the “**Renegotiation Period**”), and acknowledge that the adjustments set forth below are intended to apply only on a temporary basis during this interim period. To account for any overage or differential in fees payable to OVG during the Renegotiation Period, the parties agree that any amounts paid to OVG during the Renegotiation Period that exceed the amounts that would have been payable under the original Agreement (the “**Interim Fee Differential**”) shall be held in escrow and not disbursed or treated as earned income, until the parties enter into another amendment to the Agreement establishing revised financial structure. At that time, the Interim Fee Differential shall be disbursed in accordance with the terms of such amended agreement. If no amendment is executed within 90 days following the First Amendment Effective Date, the parties shall confer in good faith to determine a compliant disposition of the escrowed funds.

3. **New Financial Terms.** In accordance with the foregoing, during the Renegotiation Period, the following terms shall apply:

- A new definition “**Alcohol Revenue**” shall be added to the Agreement and shall mean gross revenue generated from OVG’s sale of alcoholic beverages at the Facility less expenses directly associated with the purchase of alcohol.
- Alcohol Revenue shall be excluded from the definition of Revenue, and consequently, shall not be included in the definition of Event Revenue.
- OVG shall continue to receive its Fixed Management Fee as set forth in the Agreement.
- OVG shall retain 90.1% of all Alcohol Revenue resulting from the operation of the Facility, and shall remit the remaining 9.9% to Owner.
- The Revenue Incentive shall not be calculated and paid during the Renegotiation Period.

- Following the Renegotiation Period, the Interim Fee Differential shall be calculated in accordance with the subsequent amendment and shall be paid out as agreed between the parties.

4. **Incorporation of Agreement.** The modifications, amendments and additions to the Agreement described herein, and the defined terms set forth in this First Amendment, shall be incorporated into the Agreement as of the First Amendment Effective Date.

5. **Continuation of Terms of Agreement.** This First Amendment and the Agreement are to be read together and *in pari materia* but to the extent of any inconsistency between any term of this First Amendment and any term of the Agreement, the terms of this First Amendment shall control and prevail. Except as otherwise specifically modified and amended by this First Amendment as of the First Amendment Effective Date, all of the terms and conditions of the Agreement shall continue to be binding and effective.

6. **Counterparts.** This First Amendment may be executed in two or more counterparts, each of which shall be considered an original.

7. **Entire Agreement.** This First Amendment constitutes the entire understanding of the parties with respect to modifications and amendments described herein.

8. **Applicable Law.** This First Amendment shall be construed and interpreted in accordance with the laws of the State of Iowa, without regard to conflict of laws.

9. **Authority.** The parties acknowledge, warrant and represent that each has the full right, authority and power to enter into this First Amendment. The parties further acknowledge, warrant and represent that the execution by the individuals noted below for such party, and the delivery and performance by the parties of this First Amendment has been and/or shall be duly authorized by all necessary action of the parties and no other action on the part of the respective parties is required in connection therewith and that this First Amendment and each agreement, document and instrument executed and delivered pursuant to this First Amendment constitutes, or when executed and delivered will constitute, valid and binding obligations of the respective parties enforceable in accordance with their terms.

[Signature Page Follows]

ACCEPTED AND AGREED as of the First Amendment Effective Date:

GLOBAL SPECTRUM, L.P.

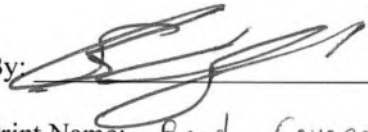
By: Global Spectrum, LLC
its general partner

By: 

Brian Rothenberg (Aug 4, 2025 15:02:53 EDT)

Name: Brian Rothenberg
Its: President

THE CITY OF DUBUQUE, IOWA

By: 

Print Name: Brad Cavanagh
Print Title: Mayor

OVG360 Dubuque IA - Five Flags Mgmt Agreement Amend 1 eff. 8-4-25

Final Audit Report

2025-08-04

Created:	2025-08-04
By:	Cait Burggraf (cait.burggraf@oakviewgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5s3G9nCv16C9io8zGhnsOa4XAj1-0Pnl

"OVG360 Dubuque IA - Five Flags Mgmt Agreement Amend 1 ef f. 8-4-25" History

-  Document created by Cait Burggraf (cait.burggraf@oakviewgroup.com)
2025-08-04 - 6:47:20 PM GMT
-  Document emailed to Brian Rothenberg (brian.rothenberg@oakviewgroup.com) for signature
2025-08-04 - 6:47:24 PM GMT
-  Email viewed by Brian Rothenberg (brian.rothenberg@oakviewgroup.com)
2025-08-04 - 6:54:13 PM GMT
-  Document e-signed by Brian Rothenberg (brian.rothenberg@oakviewgroup.com)
Signature Date: 2025-08-04 - 7:02:53 PM GMT - Time Source: server
-  Agreement completed.
2025-08-04 - 7:02:53 PM GMT

**CIVIC CENTER
MANAGEMENT AGREEMENT**

between

CITY OF DUBUQUE, IA

and

**GLOBAL SPECTRUM, L.P.
d/b/a Oak View Group**

Effective Date: June 12, 2025

Commencement Date: July 1, 2025

CIVIC CENTER MANAGEMENT AGREEMENT

This Civic Center Management Agreement (the “**Agreement**”) is entered into and made effective as of the Effective Date, by and between the City of Dubuque, Iowa, a municipality organized under the laws of the State of Iowa (“**Owner**”), and Global Spectrum, L.P., a Delaware limited partnership d/b/a Oak View Group (“**OVG**”).

RECITALS

WHEREAS, Owner owns a multi-purpose facility of approximately 50,000 square feet, consisting of a 4,000-seat arena, a 711-seat historic performing theater, approximately 1,950 square feet of meeting space, and a black-box theater of approximately 1,700 square feet, located at 405 Main St., Dubuque IA, and currently known as the *Five Flags Civic Center* (the “**Facility**”); and

WHEREAS, the financial and operational success and maintenance of the Facility is of the highest importance to the Owner;

WHEREAS, Owner has previously engaged OVG in connection with the management and operation of its convention center facility, the *Grand River Center*, pursuant to the Management Agreement between OVG and Owner, effective March 20, 2023 (the “**Grand River Agreement**”);

WHEREAS, Owner desires to engage OVG to manage and operate the Facility on behalf and for the benefit of Owner, and OVG desires to accept such engagement, pursuant to the terms and conditions contained herein; and

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINITIONS

For purposes of this Agreement, the following terms have the meanings referred to in this Section:

Affiliate: A person or company that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person or company.

Agreement: This Civic Center Management Agreement, together with all schedules and exhibits attached hereto, each of which is incorporated herein as an integral part of this Agreement.

Amendment shall have the meaning giving to such term in Section 17.2 hereof.

Assistant General Manager: The employee or, if applicable employees, of OVG acting as the on-site full-time assistant general manager(s) of the Facility.

Bonds shall have the meaning given to such term in Section 17.1 hereof.

Buyout Amount shall have the meaning given to such term in Section 11.4 hereof.

Capital Expenditures: All expenditures for building additions, alterations, repairs, or improvements, and for purchases of additional or replacement furniture, machinery, or equipment, where the cost of such expenditure is greater than \$5,000 and the depreciable life of the applicable item is, according to generally accepted accounting principles, is in excess of one year. Beginning in the second Operating Year, the dollar amount referenced in this paragraph shall be increased over the dollar amount from the previous Operating Year in accordance with the percentage increase in the CPI over the previous 12-month period (*i.e.*, the difference, expressed as a percentage, between the value of the CPI published most recently prior to the commencement of the preceding Operating Year and the value of the CPI published most recently prior to the commencement of the Operating Year for which the CPI adjustment will apply).

Changes shall have the meaning given to such term in Section 17.2 hereof.

Code shall have the meaning given to such term in Section 17.1 hereof.

Commencement Date shall have the meaning ascribed to such term in the cover page of this Agreement.

Commercial Rights: Naming Rights, pouring rights, advertising, sponsorships, the branding of food and beverage products for resale, and, if applicable, any premium seating (including clubs, suites, and party suites) at or with respect to the Facility and owned or controlled by Owner.

Commercial Rights Contracts: Any contracts for the purchase and sale of Commercial Rights, which shall be in writing and duly executed by the parties thereto.

Commercial Rights Fee shall have the meaning given to such term in Section 3.3 hereof.

Commercial Rights Revenue: All revenue (including cash and trade, with such trade valued at its retail price in an arms-length transaction) derived from the sale of Commercial Rights, including Naming Rights.

Commercial Rights Services shall have the meaning given to such term in Section 2.1(c) hereof.

CPI: The "Consumer Price Index" for all urban consumers, Midwest region, all items, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics or such other successor or similar index.

Effective Date shall have the meaning ascribed to such term in the cover page of this Agreement.

Emergency Repair: The repair of a condition which, if not performed immediately, creates an imminent danger to persons or property and/or an unsafe condition at the Facility threatening persons or property and was not the result of acts or omissions constituting gross negligence or willful misconduct of OVG.

Event Account: A separate interest-bearing account in the name of Owner and under Owner's Federal ID number in a local qualified public depository, to be designated by Owner, where advance ticket sale revenue is deposited by OVG.

Event Revenue: All Revenue generated from events at the Facility (including food and beverage, audio-visual, decorating, rent, and other event-related revenue). For avoidance of doubt, Event Revenue excludes revenues not reasonably attributable to individual events, such as Commercial Rights Revenue and other miscellaneous revenues or income.

Event Revenue Benchmark: The Event Revenue Benchmark mutually agreed between the parties in connection with the Operating Budget developed each year; provided the Event Revenue Benchmark for the first Operating Year shall be \$1,000,000, and in no event shall an Event Revenue Benchmark for subsequent Operating Years be less than such amount.

Event of Force Majeure: An act of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; pandemic or epidemic; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected and which by the exercise of due diligence could not be reasonably prevented or overcome.

Existing Contracts: Service Contracts, Revenue-Generating Contracts, and other agreements relating to the day-to-day operation of the Facility existing as of the Commencement Date, as set forth on Exhibit D attached hereto.

Facility shall have the meaning ascribed to such term in the Recitals to this Agreement, and shall be deemed to include the entire civic center complex, including but not limited to the historic theater, arena, black box theater, concession stands, meeting rooms, pre-function areas, common areas, lobby areas, executive and other offices, storage and utility facilities, as well as the entrances and sidewalks immediately surrounding the Facility and adjacent thereto, as identified on Schedule 1 hereto.

FF&E: Furniture, fixtures, and equipment currently in place or to be procured for use at the Facility.

Fixed Management Fee: The fixed monthly fee Owner shall pay to OVG under this Agreement, as more fully described in Section 3.1 of this Agreement.

Food and Beverage Services shall have the meaning given to such term in Section 2.1(b) hereof.

General Manager: The employee of OVG acting as the general manager of the Facility in a shared position with Grand River Center.

Grand River Agreement shall have the meaning given to such term in the Recitals to this Agreement.

Incentive Fees: The Qualitative Incentive and Revenue Incentive.

Indemnitee shall have the meaning given to such term in Section 14.3 hereof.

Indemnitor shall have the meaning given to such term in Section 14.3 hereof.

Initial Term shall have the meaning given to such term in Section 4.1 hereof.

Laws: Federal, state, local, and municipal laws, statutes, rules, regulations, and ordinances.

Management-Level Employees: The General Manager, Assistant General Manager, and any department head employed by OVG to perform services at the Facility (including, if applicable, employees performing the functions of the Director of Finance, Director of Operations and Events, Director of Sales and Marketing, and Director of Food and Beverage/Head Chef).

Marketing Plan: A plan for the advertising and promotion of the Facility and Facility events, which may contain but not be limited to the following elements: **(i)** market research, **(ii)** market position, **(iii)** marketing objectives, **(iv)** marketing strategies, **(v)** booking priorities, **(vi)** targeted events - local, regional, national, and international, including meetings, conventions, and trade shows, **(vii)** industry advertising campaign, **(viii)** internal and external support staff, **(ix)** advertising opportunities at the local, regional, and national level, **(x)** attendance at various trade shows, conventions, and seminars, **(xi)** incentive formulas for multiple event presenters, **(xii)** merchandising and retail, **(xiii)** food and beverage, **(xiv)** a plan for the sale of commercial rights, including without limitation naming rights, pouring rights, advertising signage, sponsorships (including event sponsorships), and branding of food and beverage products for resale, **(xv)** a plan regarding national, regional, and local public relations and media relations, and **(xvi)** policies regarding the use of trade/barter.

Naming Rights: The specific set of commercial rights to name the overall Facility and/or individual rooms, halls, or other individual spaces within the Facility.

Negotiation Period shall have the meaning given to such term in Section 17.1 hereof.

Operating Account: A separate interest-bearing account in the name of Owner and under Owner's Federal ID number in a local qualified public depository, to be designated by Owner, where Revenue is deposited and from which Operating Expenses are paid.

Operating Budget: A line-item budget for the Facility that includes a projection of Revenues, including Event Revenue, and Operating Expenses, including projected Fixed Management Fees and all Incentive Fees, presented on a monthly and annual basis.

Operating Expenses: All expenses incurred by OVG in connection with its operation, promotion, maintenance, and management of the Facility, including but not limited to the following: **(i)** employee payroll, benefits, relocation costs, severance costs, bonuses, and related costs, **(ii)** cost of operating supplies, including general office supplies, **(iii)** advertising, marketing, group sales, and public relations costs, **(iv)** cleaning expenses, **(v)** data processing costs, **(vi)** dues, subscriptions, and membership costs, **(vii)** printing and stationary costs, **(viii)** postage and freight costs, **(ix)** equipment rental costs, **(x)** repairs, maintenance, and equipment servicing, **(xi)** security expenses, **(xii)** telephone and communication charges, **(xiii)** reasonable travel and sustenance expenses of OVG employees, **(xiv)** cost of employee uniforms and identification, **(xv)** exterminator, snow, and trash removal costs **(xvi)** computer, software, hardware, and training costs, **(xvii)** parking expenses, **(xviii)** utility expenses, **(xix)** other office expenses (for Facility-based offices), **(xx)** audit and accounting fees, **(xxi)** legal fees and costs, **(xxii)** all bond and insurance costs (including but not limited to personal property, liability, and worker's compensation

insurance, as well as the other insurance coverages required hereunder), including, without limitation, the cost of any coverage deductibles, coinsurance requirements, or self-insured retention under insurance policies, (xxiii) commissions and all other fees payable to third parties (e.g., commissions relating to food, beverage, and merchandise concessions services and Commercial Rights sales), (xxiv) cost of complying with any Laws, (xxv) costs incurred by OVG to settle or defend any claims asserted against OVG arising out of its operations at the Facility on behalf of Owner; (xxvi) costs incurred under Service Contracts and other agreements relating to Facility operations, (xxvii) Taxes, (xxviii) the Fixed Management Fee, (xxix) costs to OVG for managing and/or performing the Food and Beverage Services, including employee-related expenses, and (xxx) costs incurred in connection with the marketing and sale of Commercial Rights.

The term "Operating Expenses" does not include debt service on the Facility, Capital Expenditures, Transition Costs, property taxes, insurance on the Facility or Owner's property or contents within the Facility, or the Incentive Fees, all of which costs shall be borne by Owner. Owner shall receive a dollar-for-dollar credit on future Operating Budgets for the cost of any Operating Expense paid by Owner when such cost, in whole or in part, is later recovered by OVG. This credit shall apply whether such costs were paid using funds in the Operating Account or otherwise, and such credit shall be applied against one or more payments due to OVG from Owner under this Agreement or shall be added to any one or more payments due to Owner from OVG under this Agreement. (For example, if OVG pays an employee's relocation costs from the Operating Account, and OVG later recovers all or a portion of those costs from or on behalf of said employee (whether due to the employee's resignation or some other reason), Owner shall be entitled to a credit equal to the amount recovered by OVG.) For avoidance of doubt, the foregoing right of offset shall only apply during the Term of this Agreement, and Owner shall have no rights of recovery in connection with such amounts following the Term.

Operating Year: Each 12-month period during the Term, commencing on July 1st and continuing through the following June 30th, with the first Operating Year to commence July 1, 2025, and concluding June 30, 2026.

Operational Benchmark shall have the meaning given to such term in Exhibit B hereof.

Operations Manual: Document to be developed by OVG which shall contains terms regarding the management and operation of the Facility, including detailed policies and procedures to be implemented in operating the Facility, as agreed upon by both Owner and OVG.

OVG shall have the meaning given to such term in the opening paragraph to this Agreement.

OVG Capital Acquisition shall have the meaning given to such term in Section 11.3 of this Agreement.

Owner shall have the meaning given to such term in the opening paragraph to this Agreement.

PCI Standards shall have the meaning given to such term in Section 18.1 hereof.

Private Use Requirements shall have the meaning given to such term in Section 17.1 hereof.

Qualitative Incentive shall have the meaning given to such term in Section 3.2 hereof.

Renewal Term shall have the meaning given to such term in Section 4.1 hereof.

Revenue: All gross revenues generated by OVG's operation of the Facility, including but not limited to event ticket proceeds income, rental and license fee income, merchandise income, gross food and beverage income, gross income from any sale of Commercial Rights, gross service income, equipment rental fees, box office income, and miscellaneous operating income, but shall not include event ticket proceeds held by OVG in trust for a third party and paid to such third party.

Revenue-Generating Contracts: Vendor agreements, concessions agreements, merchandising agreements, user agreements, rental agreements, booking commitments, licenses, and all other contracts or agreements generating revenue for the Facility and entered into in the ordinary course of operating the Facility.

Revenue Incentive shall have the meaning given to such term in Section 3.2. hereof.

Rev. Proc. shall have the meaning given to such term in Section 17.1 hereof.

Service Contracts: Agreements for services to be provided in connection with the operation of the Facility, including without limitation agreements for ticketing, web development and maintenance, computer support services, FF&E purchasing services, engineering services, electricity, steam, gas, fuel, general maintenance, HVAC maintenance, telephone, staffing personnel (including guards, ushers, and ticket takers), extermination, elevators, stage equipment, fire control panel and other safety equipment, snow removal and other services which are deemed by OVG to be either reasonably necessary or reasonably useful in operating the Facility.

Taxes: Any and all governmental assessments, franchise fees, excises, license and permit fees, levies, charges, and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied, or imposed on, or become due and payable out of or in respect of (i) activities conducted on behalf of Owner at the Facility, including without limitation the sale of concessions, the sale of tickets, and the performance of events (such as any applicable sales and/or admissions taxes, use taxes, excise taxes, occupancy taxes, employment taxes, and withholding taxes), or (ii) any payments received from any holders of a leasehold interest or license in or to the Facility, from any guests, or from any others using or occupying all or any part of the Facility.

Term shall have the meaning given to such term in Section 4.1 hereof.

Trailing Commercial Rights Commissions shall have the meaning given to such term in Section 3.3. hereof.

Transition Budget: The budget reflecting anticipated Transition Costs attached hereto, attached hereto as Exhibit F, currently anticipated to be \$68,800, with additional Transition Costs in excess of such amount to be subject to the prior written approval of Owner, not to be unreasonably withheld.

Transition Costs: shall mean the out-of-pocket costs incurred, or to be incurred, by OVG in connection with its activities related to the transition of management of the Facility to OVG, as set forth in the Transition Budget, or as otherwise mutually agreed.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Engagement.

(a) Owner hereby engages OVG during the Term to act as the sole and exclusive operator of the Facility, subject to and as more fully described in this Agreement, and, in connection therewith, to perform the services described in Exhibit A-1 attached hereto.

(b) Owner hereby engages OVG (or its designee) during the Term to act as the sole and exclusive food and beverage provider of the Facility, subject to and as more fully described in this Agreement, and in connection therewith, to perform the services described in Exhibit A-2 (collectively, the **"Food and Beverage Services"**), attached hereto. Owner specifically agrees that pursuant to Section 12.3, OVG shall be permitted to assign, subcontract, or otherwise sublicense all or any portion of its rights and obligations in respect of the provision of such Food and Beverage Services, including, without limitation to an Affiliate, subject to Owner's approval (which shall not be unreasonably withheld or delayed).

(c) Owner hereby engages OVG (or its designee) during the Term to act as the sole and exclusive representative for marketing of the Commercial Rights, including Naming Rights, subject to and as more fully described in this Agreement, and in connection therewith to perform the services described in Exhibit A-3 (collectively, the **"Commercial Rights Services"**), attached hereto. Owner specifically agrees that pursuant to Section 12.3, OVG shall be permitted to assign, subcontract, or otherwise sublicense all or any portion of its rights and obligations in respect of the provision of such Commercial Rights Services, including, without limitation to an Affiliate, subject to Owner's approval (which shall not be unreasonably withheld or delayed). Owner hereby acknowledges and agrees that OVG is not guaranteeing any level of purchase of, or the receipt of payment for, any Commercial Rights marketed by OVG pursuant to this Agreement, provided, however, that no such rights shall be given, assigned, or sold for no or nominal consideration without the express written permission of Owner. All Commercial Rights, including Naming Rights, are subject to approval by Owner's bond counsel.

(d) OVG hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement and in the Operations Manual. Owner shall not sell, assign, transfer, grant, or license to any other party any of the exclusive rights granted to OVG pursuant to this Section 2.1.

Section 2.2 Limitations on OVG's Duties. OVG's obligations under this Agreement are contingent upon and subject to Owner making available, in a timely fashion, the funds budgeted for and/or reasonably required by OVG to carry out such obligations during the Term. OVG shall not be considered to be in breach or default of this Agreement, and shall have no liability to Owner or any other party, in the event OVG does not perform any of its obligations hereunder due to failure by Owner to timely provide such funds.

ARTICLE 3 COMPENSATION

Section 3.1 Fixed Management Fee. In consideration of OVG's performance of its services hereunder, Owner shall pay OVG a Fixed Management Fee. Beginning on the Commencement Date and

continuing through the first Operating Year, the Fixed Management Fee shall be \$8,750 per month (\$105,000/Operating Year). Beginning in the second Operating Year, the Fixed Management Fee shall be increased over the Fixed Management Fee from the previous Operating Year in accordance with the percentage increase in the CPI over the previous 12-month period (*i.e.*, the difference, expressed as a percentage, between the value of the CPI published most recently prior to the commencement of the preceding Operating Year and the value of the CPI published most recently prior to the commencement of the Operating Year for which the CPI adjustment will apply). The Fixed Management Fee shall be payable to OVG in advance, beginning on the Commencement Date, and payable on the first day of each month thereafter (prorated as necessary for any partial months). OVG shall be entitled to pay itself such amount from the Operating Account.

Section 3.2 Incentive Fees. In addition to the Fixed Management Fee, OVG shall be entitled to receive the following Incentive Fees for each full or partial Operating Year of the Term (with such Incentive Fees prorated for any partial Operating Years). The Incentive Fees, if earned, shall be paid to OVG no later than 90 days following the end of each Operating Year.

- OVG shall be paid 10% of Event Revenue above the Event Revenue Benchmark (the “**Revenue Incentive**”).
- In addition, OVG shall be eligible to earn up to \$45,000 each Operating Year for achievement of the Operational Benchmarks as set forth on Exhibit B (the “**Qualitative Incentive**”).
- The sum of the calculated annual Incentive Fees (Revenue Incentive plus Qualitative Incentive) paid to OVG shall not exceed the annual Fixed Management Fee paid to OVG.

Section 3.3 Commercial Rights Fee. In consideration for OVG’s marketing of the Commercial Rights, OVG shall receive 15% of all Commercial Rights Revenue (the “**Commercial Rights Fee**”). The Commercial Rights Fee shall be paid to OVG for all years of each Commercial Rights agreement secured by OVG, including any years that extend beyond the end of the Term of this Agreement. The Commercial Rights Fee due to OVG following the conclusion of the Term is referred to herein as the “**Trailing Commercial Rights Commissions**”. The Commercial Rights Fee shall be paid to OVG on a bi-annual basis, on or about the last day of June and December each calendar year, and OVG shall be entitled to pay itself such amount from the Operating Account upon providing documentation of such Commercial Rights Fee to Owner. The parties shall also hold a settlement at the conclusion of the Term, at which time Owner shall pay to OVG any portion of the Commercial Rights Fee due to OVG but not yet paid to OVG as of such date (other than Trailing Commercial Rights Commissions). Following the conclusion of the Term, Trailing Commercial Rights Commissions shall be paid to OVG either (at the election of Owner) (A) on an ongoing basis during the term of any applicable Commercial Rights agreements, within thirty (30) days of Owner’s receipt of the corresponding Commercial Rights Revenue arising from any such agreements secured by OVG, or (B) as a lump-sum payment calculated using the gross revenue reasonably expected from all applicable Commercial Rights agreements, discounted to present value using a bank discount rate (based on the primary rate as published by *The Wall Street Journal* on the date of calculation, or such other reasonable rate agreed upon in writing by the parties). In connection with the Commercial Rights Fee and Trailing Commercial Rights Commissions, Owner agrees (i) to maintain books and records in accordance with generally accepted accounting practices, and (ii) to permit OVG to audit and inspect such books and records during normal business hours and on reasonable advance notice, to confirm amounts due hereunder, including, following the conclusion of the Term (as it relates to Trailing Commercial Rights Commissions). To the extent any such audit reveals an underpayment Owner shall promptly pay OVG the amount of the underpayment, and if such underpayment to OVG is greater than two percent (2%) of amounts owed to OVG, Owner shall reimburse OVG for the reasonable costs of such audit. In the event

OVG includes the value of any trade as part of the Commercial Rights Revenue, OVG shall, at the request of Owner, provide reasonable evidence establishing the retail price in an arms-length transaction. The terms in this Section 3.3 shall survive termination or expiration of this Agreement.

Section 3.4 Transition Costs. Promptly following the Effective Date (or prior to the Effective Date, as applicable), OVG shall do all things reasonably necessary to transition from the current management of the Facility to the commencement of its management services hereunder. Owner shall reimburse OVG for the Transition Costs, in accordance with the Transition Budget. OVG shall invoice Owner for such costs, and Owner shall pay such costs within 30 days of its receipt of each such invoice. Each invoice to be provided by OVG shall be accompanied by reasonable back-up documentation evidencing the incurrence of the Transition Costs.

Section 3.5 Late Payments. OVG shall have the right to assess interest on any payments of the fees described in this Section that are not made when due, provided that such late payment is not attributable to any act or omission of OVG. Such interest shall accrue at the rate of 6% per annum or the maximum rate allowed by law, whichever is less. Interest shall only be applicable to amounts outstanding for more than 30 (thirty) days.

ARTICLE 4 TERM; TERMINATION

Section 4.1 Term. While the Agreement shall be deemed effective as of the Effective Date, the initial term of this Agreement (the “**Initial Term**”) shall begin on the Commencement Date, and, unless sooner terminated pursuant to the provisions of Section 4.2 below, shall conclude on June 30, 2030; provided that the parties may mutually agree to extend this Agreement for an additional five-year period through June 30, 2035 (the “**Renewal Term**”) by written agreement on or before January 1, 2030. The Initial Term and Renewal Term (as applicable) shall be referred to herein as the “**Term**.”

Section 4.2 Termination. This Agreement may be terminated:

- (a) by either party upon 60 days’ written notice, if the other party fails to perform or comply with any of the material terms, covenants, agreements, or conditions hereof, and such failure is not cured during such 60-day notification period, provided, however, if such failure cannot reasonably be cured within such 60-day period, then a longer period of time shall be afforded to cure such breach, up to a total of 90 days, provided that the party in default is diligently seeking a cure and the non-defaulting party is not irreparably harmed by the extension of the cure period; or
- (b) by either party immediately by written notice upon the other party being judged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of the other party shall be appointed and shall not be discharged within 120 days after appointment, or if either party shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition in bankruptcy or insolvency, or shall apply for bankruptcy under the bankruptcy or insolvency Laws now in force or hereinafter enacted, Federal, State or otherwise, or if such involuntary bankruptcy petition shall be filed against either party and shall not be dismissed within 120 days after such filing.
- (c) by Owner upon 18 months’ written notice to OVG in the event Owner through a majority vote of the City of Dubuque City Council (the “**Council**”) enters into a binding agreement to sell all or substantially all of the Facility, including the premises on which the Facility is located. Such notice of

termination pursuant to this Section 4.3(c) shall be delivered to OVG in accordance with the notice provisions set forth in Section 18.7 of this Agreement and shall specify the effective date of termination, which shall be no less than eighteen (18) months from the date of such notice, and such notice shall be dated on or after the date on which Council approves such sale pursuant to applicable law. During the eighteen (18) month notice period, OVG shall continue to perform all obligations under this Agreement; Owner shall continue to pay all fees and expenses due to OVG under this Agreement; and both parties shall cooperate in good faith to ensure an orderly transition of management responsibilities. Owner's decision to sell all or substantially all of the Facility shall be made in good faith and not for the primary purpose of circumventing the Owner's obligations under this Agreement.

Section 4.3 Effect of Termination Upon termination or expiration of this Agreement for any reason, **(i)** OVG shall promptly discontinue the performance of all services hereunder and peaceably surrender the Facility to Owner, **(ii)** Owner shall promptly pay OVG all fees due OVG up to the date of termination or expiration (subject to pro-rata if the Term ends other than at the end of the Operating Year), **(iii)** Owner shall pay to OVG all Operating Expenses incurred by OVG through the end of the Term that have not previously been paid, including costs of accrued but unused vacation time and other end of employment payments due to OVG's employees whose employment is being terminated by OVG due to the termination of this Agreement; **(iv)** Owner shall pay other reasonable costs incurred by OVG in withdrawing from its provision of services at the Facility, including, without limitation, (I) to the extent any Management-Level Employee's employment with OVG will cease concurrently with the termination or expiration of this Agreement, Owner shall reimburse OVG for any severance paid to certain employees in accordance with OVG's then-current employment policies, which have been provided to Owner, which if this Agreement concludes on or before June 30, 2028, shall not exceed 3 months' salary, and if this Agreement concludes after such date shall not exceed 6 months' salary for the General Manager, and any Assistant General Manager(s), and regardless of when this Agreement concludes, shall not exceed 2 months' salary for any other Management-Level Employee for which this would apply, (II) reasonable household relocation expenses for OVG's Management-Level Employees, but only to the extent any such individuals had previously relocated to the Facility (or its surrounding areas) in connection with this Agreement; provided that the foregoing (I) and (II) shall not be due if the Agreement is terminated by Owner pursuant to Section 4.2(a) or 4.2(b), above, and (III) costs incurred in connection with termination and/or assignment of Service Contracts and/or Revenue Generating Contracts, or other contracts or leases entered into by OVG pursuant to this Agreement; **(v)** OVG shall make available to Owner all data, electronic files, log-in information, social media accounts, passwords, maintenance records, documents, procedures, reports, estimates, summaries, contracts, operations agreements, rental agreements, and other such information and materials with respect to the Facility as may have been accumulated by OVG in performing its obligations hereunder, whether completed or in process, and **(vi)** without any further action on part of OVG or Owner, Owner shall, or shall cause the successor Facility manager to, assume all obligations arising after the date of such termination or expiration, under any Service Contracts, Revenue-Generating Contracts, Commercial Rights Contracts, booking commitments, and any other Facility agreements entered into by OVG in furtherance of its duties hereunder. Owner's payment of such expenses will occur only after OVG has provided reasonable evidence of the incurrence of such expenses. Any obligations of the parties that are specifically intended to survive expiration or termination of this Agreement shall survive expiration or termination hereof.

ARTICLE 5
OWNERSHIP; USE OF THE FACILITY; FOOD AND BEVERAGE AREAS

Section 5.1 Ownership of Facility, Data, Equipment, and Materials. Owner will at all times retain Ownership of the Facility, including but not limited to real estate, technical equipment, furniture, displays, fixtures, website, social media accounts, intellectual property relating to the Facility, and similar property, including improvements made during the Term, at the Facility. Any data, equipment, or materials furnished by Owner to OVG or acquired by OVG as an Operating Expense shall remain the property of Owner and shall be returned to Owner when no longer needed by OVG to perform under this Agreement. Notwithstanding the above, Owner shall not have the right to use any third-party software licensed by OVG for general use by OVG at the Facility and other facilities managed by OVG, the licensing fee for which is proportionately allocated and charged to the Facility as an Operating Expense; such software may be retained by OVG upon expiration or termination hereof; provided OVG exports Owner's data and provides the same to Owner in a reasonably usable format. Furthermore, Owner recognizes that the Operations Manual to be developed and used by OVG hereunder is proprietary to OVG and shall belong to OVG at the end of the Term; Owner shall not use or maintain copies thereof upon the end of the Term; provided any Owner-owned material provided in connection with such Operations Manual shall be retained by Owner.

Section 5.2 Right of Use by OVG. Owner hereby gives OVG the right and license to use the Facility, and OVG accepts such right of use, for the purpose of performing the services herein specified, including the operation and maintenance of all physical and mechanical facilities necessary for, and related to, the operation, maintenance, and management of the Facility. Owner shall provide OVG with a sufficient amount of suitable office space in the Facility and with such office equipment as is reasonably necessary to enable OVG to perform its obligations under this Agreement.

Section 5.3 Observance of Agreements. Owner agrees to pay, keep, observe, and perform all payments, terms, covenants, conditions, and obligations under any leases, bonds, debentures, loans, and other financing and security agreements to which Owner is bound in connection with its ownership of the Facility.

Section 5.4 Use by Owner. Owner shall have the right to use the Facility or any part thereof for meetings, seminars, training classes, or other uses, with rates to be commiserate with published rates provided by OVG, including Owner's responsibility for all expenses (such as the cost of food and beverage, ushers or guards, ticket takers, set-up and take-down personnel, security expenses, and other expenses) in connection with such use, and the parties agree to follow all relevant booking procedures for such use as set forth in the Operations Manual. In the unlikely event of a city-wide emergency, Owner shall have the right to use the Facility or any part thereof as an emergency shelter or other emergency purposes. If OVG must cancel any event due to Owner's use of the Facility or any part thereof pursuant to this paragraph, Owner shall reimburse OVG for (i) any direct expense, including but not limited to, the loss of actual contractual rental of any event canceled due to such emergency use; and (ii) any actual out-of-pocket expenses incurred by OVG and caused by such emergency use, including but not limited to clean-up costs and food costs. All such reimbursements shall be limited to those expenses related to that portion or portions of the Facility actually used by Owner for emergency purposes.

Section 5.5 Food and Beverage Areas. On the Commencement Date, Owner shall, at no cost to OVG, provide for use by OVG a turnkey operation for the provision of Food and Beverage Services, equipped with equipment, smallwares, and other tools of the trade reasonably required by OVG to

provide the Food and Beverage Services at the level required by this Agreement. Owner and OVG shall work together in good faith immediately upon the Effective Date to determine what, if any, additional equipment is needed for OVG to provide the Food and Beverage Services. OVG shall have the exclusive right to use (or permit a third party to use, as applicable) the concession stands, novelty stands, customer serving locations, food preparation areas, vendor commissaries, storage facilities, and other food service related areas of the Facility, together with the improvements, equipment, and personal property upon or within such areas, for the purpose of providing the Food and Beverage Services (and providing other duties required of OVG hereunder).

ARTICLE 6 PERSONNEL

Section 6.1 Generally. All Facility staff and other personnel shall be engaged or hired by OVG, and shall be employees, agents, or independent contractors of OVG (or an Affiliate thereof) and not of Owner. OVG shall select, in its sole discretion but subject to Owner's right to approve the Operating Budget, the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment (including without limitation termination thereof) relating to such employees. OVG agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. OVG shall recruit and develop a customer friendly, service-oriented, and well-trained labor workforce. Owner specifically agrees that OVG shall be entitled to pay its employees, as an Operating Expense, bonuses, wages, and benefits in accordance with OVG's then current employee manual, which may be modified by OVG from time to time, provided that OVG has obtained Owner's prior written consent regarding the establishment of such bonuses, wages, and/or benefits. A copy of OVG's current employee manual shall be provided to Owner upon request.

Section 6.2 General Manager and Assistant General Manager. Personnel engaged by OVG will include an individual with managerial experience in similar facilities to serve as General Manager and Assistant General Manager of the Facility. Hiring of the General Manager and Assistant General Manager by OVG shall require the prior approval of Owner, which approval shall not be unreasonably withheld or delayed; provided, however, in the event of a vacancy in the General Manager or Assistant General Manager position, OVG may, upon notice to Owner, temporarily fill such position with an interim General Manager or interim Assistant General Manager for up to ninety (90) days without the necessity of obtaining Owner's approval. The General Manager and Assistant General Manager will have general supervisory responsibility for OVG and will be responsible for day-to-day operations of the Facility, supervision of employees, and management and coordination of all activities associated with events taking place at the Facility.

Section 6.3 Non-Solicitation/Non-Hiring. During the Term and for a period of one (1) year after the end of the Term, neither Owner nor any of its Affiliates shall solicit for employment any of OVG's Management-Level Employees. In addition to the foregoing, during the Term and for a period of one (1) year after the end of the Term, neither Owner nor any of its Affiliates shall hire for employment the General Manager, and any Assistant General Manager(s), (or equivalent positions with different titles). Owner acknowledges that OVG will spend a considerable amount of time identifying, hiring, and training individuals to work in such positions, and that OVG will suffer substantial damages, the exact amount of which would be difficult to quantify, if Owner were to breach the terms of this Section 6.3 by hiring or soliciting for employment any of such individuals. Accordingly, in the event of a breach or anticipated breach of this Section by Owner, OVG shall be entitled (in addition to any other rights and remedies which

OVG may have at law or in equity, including money damages) to equitable relief, including an injunction to enjoin and restrain Owner from continuing such breach, without the necessity of posting a bond.

Section 6.4 Allocation of Certain Personnel Costs. OVG shall use commercially reasonable efforts to consolidate personnel expenses between the *Grand River Center* and the Facility. As a result, the Owner acknowledges that OVG currently intends to provide certain services required to be provided to the Facility hereunder with personnel employed by OVG at the *Grand River Center*, pursuant to the Grand River Agreement, such as, for example, General Manager, finance, marketing, catering, operations, and event coordination services. OVG, in coordination with Owner, shall determine fair and reasonable allocation of such employee costs to be billed to each of the Facility and *Grand River Center*, which allocation shall be consistent with the proportion of work any such employee performs in connection with each venue. For avoidance of doubt, the final allocation of employee costs as Operating Expenses under this Agreement or the Grand River Agreement, will be determined by OVG, in its reasonable discretion. All such allocations, if any, shall be specifically identified in each budget or report contemplated by this Agreement. The parties agree that the foregoing shall be incorporated into any amendment for the Grand River Agreement to ensure that both budgets properly contemplate such allocations.

ARTICLE 7 OPERATING BUDGET

Section 7.1 Establishment of Operating Budget. Attached hereto as Exhibit C is the Operating Budget for the first Operating Year, which Operating Budget is hereby approved by both OVG and Owner. OVG agrees that at least 90 days prior to the commencement of each subsequent Operating Year, in respect of such year, it will prepare and submit to Owner its proposed Operating Budget for such year. Each annual Operating Budget shall include OVG's good faith projection of Revenues and Operating Expenses, presented on a monthly and annual basis, for the upcoming Operating Year. Owner agrees to provide OVG with all information in its possession reasonably necessary to enable OVG to prepare each Operating Budget. Notwithstanding the foregoing, Owner shall have no duty to provide any information which is subject to confidentiality agreements with third parties, which constitutes confidential or proprietary information or trade secrets, or which is prohibited from disclosure by any applicable Laws, but shall be solely responsible to the extent such information has a material impact on any applicable Operating Budget (*i.e.*, if withholding such information has prevented OVG from reasonably foreseeing an expense, such expense shall be borne by Owner directly). Owner agrees that OVG may incorporate proportional or shared Operating Expenses between OVG's management of the *Grand River Center*, and the Facility, and shall acknowledge any such allocation on each of the prepared budgets, with final allocations to be determined by OVG in its reasonable discretion based on proportional use of any specific goods or services applicable to the foregoing.

Section 7.2 Approval of Operating Budget. Each annual Operating Budget shall be subject to the review and approval of Owner, which approval shall not be unreasonably withheld or delayed. In order for Owner to fully evaluate and analyze such budgets or any other request by OVG relating to income and expenses, OVG agrees to provide to Owner such reasonable financial information relating to the Facility as may be requested by Owner from time to time. If events occur during any Operating Year that could not reasonably be contemplated at the time the corresponding Operating Budget was prepared, OVG may submit an amendment to such budget for review and approval by Owner (which approval shall not be unreasonably withheld or delayed). If Owner fails to approve any annual Operating Budget (or any proposed amendment thereto), Owner shall promptly provide OVG the specific reasons therefor and its suggested modifications to OVG's proposed Operating Budget or amendment in order to

make it acceptable. The parties shall then engage in good faith discussions and use reasonable commercial efforts to attempt to resolve the matter to the mutual satisfaction of the parties. For the avoidance of doubt, any modified or amended Operating Budget is subject to final approval of Owner.

Section 7.3 Adherence to Operating Budget. OVG shall use all reasonable efforts to manage and operate the Facility in accordance with the Operating Budget. However, Owner acknowledges that notwithstanding OVG's experience and expertise in relation to the operation of facilities similar to the Facility, the projections contained in each Operating Budget are subject to and may be affected by changes in financial, economic, and other conditions and circumstances beyond OVG's control, and that OVG shall have no liability if the numbers within the Operating Budget are not achieved. OVG agrees to notify Owner as soon as reasonably practicable, but in no event within no more than 30 days, of any significant change or variance in the bottom-line number in the Operating Budget (defined as a variance of 15% or more), and any material increase in total Facility expenses from that provided for in the Operating Budget. In either such case and if requested by Owner, OVG agrees to work with Owner to develop and implement a plan (or changes to the then current plan) to limit Operating Expense to be incurred in the remaining months of such Operating Year with the goal of achieving the Operating Budget.

Section 7.4 Preliminary Budget. In order to assist Owner with Owner's preparation of its legally-required budgets, OVG shall provide Owner, by no later than December 1st of each year of the Term of this Agreement, with a preliminary budget for the Operating Year commencing on the following July 1st, with the ability to fully modify and update such budget prior to the final budget deadline of the following March 1st. OVG shall use all reasonable efforts and its reasonable judgment to prepare each such preliminary budget, but Owner acknowledges the projections contained in each such projected budget are subject to and may be affected by changes in financial, economic, and other conditions and circumstances beyond OVG's control, and that OVG shall have no liability if the numbers within the preliminary budget are not achieved or utilized in the Operating Budget discussed above.

ARTICLE 8

PROCEDURE FOR HANDLING INCOME

Section 8.1 Event Account. To the extent the Facility hosts a ticketed event and collects advance ticket sale revenue and/or admissions tax, OVG shall deposit, as soon as practicable following receipt, in the Event Account all revenue received from ticket sales and similar event-related revenues which OVG receives in contemplation of or arising from an event. All such monies shall be held in the Event Account through the completion of the event. Such monies will be held in escrow for the protection of ticket purchasers, Owner, and OVG, to provide a source of funds as required for payments to performers and for payments of direct incidental expenses in connection with the presentation of events that must be paid prior to or at the same time as such events. Promptly following completion of such events, OVG shall transfer all funds remaining in the Event Account from such event, including interest accrued thereon, into the Operating Account. Bank service charges, if any, on such Event Account shall be deducted from interest earned before utilizing other funds in such Event Account.

Section 8.2 Operating Account. Except as provided in Section 8.1, all Revenue derived from operation of the Facility shall be deposited by OVG into the Operating Account as soon as practicable upon receipt (but not less often than once each business day). The specific procedures (and authorized individuals) for making deposits to and withdrawals from such account shall be set forth in the Operations Manual, but the parties specifically agree that OVG shall have authority to sign checks and make

withdrawals from such account, subject to the limitations of this Agreement, without needing to obtain the co-signature of an employee or representative of Owner.

ARTICLE 9 FUNDING

Section 9.1 Source of Funding. OVG shall pay all items of expense for the operation, maintenance, supervision, and management of the Facility from the funds in the Operating Account, which OVG may access periodically for this purpose. The Operating Account shall be funded with amounts generated by operation of the Facility (as described in Article 8 above), or otherwise made available by Owner. To ensure sufficient funds are available in the Operating Account, Owner will deposit in the Operating Account, on or before the Commencement Date, the budgeted or otherwise approved expenses for the month beginning on the Commencement Date. Owner shall thereafter, on or before the first day of each succeeding month following the Commencement Date, deposit (or allow to remain) in the Operating Account the budgeted or otherwise approved expenses for each such month. OVG shall have no liability to Owner or any third party in the event OVG is unable to perform its obligations hereunder, or under any third-party contract entered into pursuant to the terms hereof, due to the fact that sufficient funds are not made available to OVG to pay such expenses in a timely manner. For all funds in the Operating Account except those reserved for budgeted or otherwise approved expenses, Owner shall have absolute discretion regarding whether such funds remain in the Operating Account or are withdrawn by Owner, and Owner shall have no obligation to utilize any such funds for any particular purpose.

Section 9.2 Advancement of Funds. Under no circumstances shall OVG be required to pay for or advance any of its own funds to pay for any Operating Expenses. In the event that, notwithstanding the foregoing, OVG agrees to advance its own funds to pay Operating Expenses, Owner shall promptly reimburse OVG for the full amount of such advanced funds, plus interest at the rate of 6% per annum, or the highest rate permitted by law, whichever is less. Interest shall only be applicable to amounts outstanding for more than 30 (thirty) days.

ARTICLE 10 FISCAL RESPONSIBILITY; REPORTING

Section 10.1 Records. OVG agrees to keep and maintain, at its office in the Facility, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operations in connection with its management of the Facility, including all related contracts and supporting documentation. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations of OVG under this Agreement. Owner or its authorized agent shall have the right to audit, inspect, and obtain copies (whether paper, electronic, or both) of such records from time to time during the Term and for 3 years following the termination or expiration of this Agreement, upon reasonable notice to OVG and during OVG's ordinary business hours. OVG agrees to maintain such records, including all related contracts and supporting documentation, for a period of at least 3 years following the termination or expiration of this Agreement.

Section 10.2 Monthly Financial Reports. OVG agrees to provide to Owner, within 30 days after the end of each calendar month during the Term, financial reports for the Facility including a balance sheet, aging report on accounts receivable, and statement of revenues and expenditures (budget to actual) for such month and year to date in accordance with generally accepted accounting principles,

provided however the first financial statement OVG shall provide shall be within 30 days following the second calendar month of the Term, and shall cover the first two (2) calendar months of the Term. In addition, starting with the second calendar month of the Term, OVG agrees to provide Owner a summary of bookings for each such month, and separate cash receipts and disbursements reports for each event held at the Facility during such month. Additionally, OVG shall submit to Owner, or shall cause the applicable public depository utilized by OVG to submit to Owner, on a monthly basis, copies of all bank statements concerning the Event Account and the Operating Account.

Section 10.3 Audit. OVG agrees to provide to Owner, within 120 days following the end of each Operating Year, a certified audit report on the accounts and records as kept by OVG for the Facility. Costs associated with obtaining such certified audit report shall be an Operating Expense of the Facility. Such audit shall be performed by an external auditor approved by Owner and shall be conducted in accordance with generally accepted auditing standards. Upon Owner's approval, in Owner's sole and absolute discretion, such audit may be conducted in conjunction with Owner's annual audit. The 120-day deadline referenced in this Section 10.3 shall be waived if the audit required hereunder is conducted in conjunction with Owner's annual audit.

Section 10.4 Internal Controls. Owner shall have the right to conduct an annual review of OVG's internal controls and procedures related thereto. Such review may be conducted by Owner or Owner's third-party designee, as determined by Owner. Owner shall provide reasonable advance notice to OVG of the timing of any such review and shall work with OVG to minimize the impact of each such review on OVG's operations.

Section 10.5 Booking. Promptly following the Commencement Date, the parties shall mutually agree on a booking policy in connection with the Facility, which shall form the basis for all event bookings sought and confirmed by OVG under this Agreement.

ARTICLE 11

CAPITAL IMPROVEMENTS; OVG CONTRIBUTION

Section 11.1 Schedule of Capital Expenditures. OVG shall annually, at the time of submission of the annual Operating Budget to Owner, provide to Owner a schedule of proposed capital improvements to be made at the Facility, covering five (5) Operating Years beginning on July 1st following submission of the Operating Budget, for the purpose of allowing Owner to consider such projects and to prepare and update a long-range Capital Expenditure budget.

Section 11.2 Responsibility for Capital Expenditures. Owner shall be solely responsible for all Capital Expenditures at the Facility; provided, however, Owner shall be under no obligation to make any Capital Expenditures proposed by OVG, and provided further that OVG shall have no liability for any claims, costs, or damages arising out of a failure by Owner to make any Capital Expenditures. Notwithstanding the foregoing, OVG shall have the right (but not the obligation), upon notice to Owner, to make Capital Expenditures at the Facility for Emergency Repairs. In such event, Owner shall reimburse OVG for the cost of such Emergency Repair/Capital Expenditure within 30 days of Owner's receipt of the invoice and other supporting documentation (as may be reasonably requested by Owner) from OVG. The Owner shall reimburse OVG for the full amount of the repair for repairs over \$5,000 and under \$50,000. Any repair, whether an Emergency Repair or otherwise, which exceeds or is reasonably anticipated to exceed \$50,000 must be approved by Owner, which approval shall not be unreasonably withheld or delayed.

Section 11.3 OVG Capital Improvements. OVG shall make a capital contribution of \$150,000 (the “**OVG Capital Acquisition**”) at the Facility for targeted event programming, marketing enhancements, and other capital equipment dedicated to the Facility or other revenue generating initiatives, as mutually agreed by Owner and OVG. If applicable, the location for any improvements or installation of equipment shall be mutually agreed in advance. The OVG Capital Acquisition shall be made during the first Operating Year and once identified, the specific equipment and other related tangible personal property to be purchased with the OVG Capital Acquisition shall be set forth in a writing to be signed by the parties and updated by the parties from time to time as necessary to reflect any replacements or substitutions thereof. All equipment, improvements, and other items purchased with the OVG Capital Acquisition, including any replacements or substitutions thereof, shall be owned by OVG until payment of the Buyout Amount (as described below), and Owner agrees to execute such documents as OVG shall reasonably request evidencing OVG’s ownership interest in such improvements and equipment, including financing statements. For the sake of clarity, nothing in this paragraph shall be construed as requiring OVG to replace any equipment or other personal property at its own cost.

Section 11.4 Buyout Amount. The OVG Capital Acquisition shall be amortized on a straight-line basis over a ten-year period (at the rate of 1/120 per month), commencing on the Commencement Date. Within 5 days of the expiration or early termination of this Agreement (for any reason whatsoever, including without limitation if due to a breach, default, or bankruptcy event by or affecting OVG, or if the parties do not mutually agree to the Renewal Term), Owner shall immediately pay to OVG the unamortized amount of the (the “**Buyout Amount**”). In the event that Owner fails to pay OVG the Buyout Amount when due, the Buyout Amount shall accrue interest at the rate of 6% per annum, or the highest rate permitted by law, whichever is less.

Section 11.5 Title to Improvements and Investments. Owner covenants and agrees not to permit any liens or encumbrances to attach to the leasehold improvements and equipment purchased with the Investment, and hereby waives any right to attach any claim, lien, or attachment to such improvements or equipment. Once the Investment is fully amortized or the Buyout Amount is paid in full to OVG, title to the equipment and improvements purchased with the Investment will become vested in Owner, and OVG agrees to execute all necessary documents to evidence same. The rights of OVG set forth in this Section shall be in addition to any other rights of OVG at law or in equity.

ARTICLE 12

FACILITY CONTRACTS; TRANSACTIONS WITH AFFILIATES

Section 12.1 Existing Contracts. Owner shall use its best efforts to provide to OVG, on or before the Commencement Date, copies of all Existing Contracts, a list of which will be attached to this Agreement as Exhibit D; provided that to the extent Owner does not provide any Existing Contract, OVG shall not be required to administer or otherwise comply with such Existing Contract and shall be relieved of any liability relating thereto. Except as provided for in the preceding sentence, OVG shall administer and assure compliance with such Existing Contracts.

Section 12.2 Execution of Contracts. OVG shall have the right to enter into Service Contracts, Revenue-Generating Contracts, Commercial Rights Contracts, and other contracts related to the operation of the Facility, as agent on behalf of Owner and subject to the terms of this Agreement; provided all Commercial Rights Contracts involving Naming Rights shall be subject to the prior written approval of Owner, in Owner’s sole and absolute discretion. Any such material agreements shall contain standard

indemnification and insurance obligations on the part of each vendor, licensee, or service provider, as is customary for the type of services or obligations being provided or performed by such parties. OVG shall obtain the prior written (email shall be sufficient) approval of Owner before entering into any contract with a term that expires after the Term of this Agreement, unless such contract, by its express terms, can be terminated by OVG or Owner following expiration of the Term without any penalty.

Section 12.3 Transactions with Affiliates. In connection with its obligations hereunder relating to the purchase or procurement of services for the Facility (including without limitation, the Food and Beverage Services, ticketing services, Commercial Rights Services, web design and graphic design services) OVG may purchase or procure such services from, or otherwise transact business with, an Affiliate of OVG, provided that the prices charged and services rendered by such Affiliate are competitive with those obtainable from any unrelated parties rendering comparable services. OVG shall, at the request of Owner, provide reasonable evidence establishing the competitive nature of such prices and services, including, if appropriate, competitive bids from other persons seeking to render such services at the Facility. Prior to entering into any transaction subject to this Section 12.3, OVG shall obtain the written consent of Owner, which shall not be unreasonably withheld or delayed.

ARTICLE 13

AGREEMENT MONITORING

Section 13.1 Contract Administrator. Each party shall appoint a contract administrator who shall monitor such party's compliance with the terms of this Agreement. OVG's contract administrator shall be its General Manager or Assistant General Manager (as designated by OVG) at the Facility, unless OVG notifies Owner of a substitute contract administrator in writing. Owner shall notify OVG of the name of its contract administrator within 30 days of execution hereof. Any and all references in this Agreement requiring OVG or Owner participation or approval shall mean the participation or approval of such party's contract administrator.

Section 13.2 Monthly Meetings and Inspections. OVG, Owner's contract administrator, and other appropriate personnel, as determined by the parties, will meet monthly on topics including but not limited to financials and forecasting, sales and marketing, promotions, event mix, repairs and maintenance, anticipated changes in management, satisfaction surveys, and performance metrics. During the first Operating Year, OVG shall provide Owner with a written monthly operational report of the Facility; provided that the parties may mutually agree to a different cadence of such reports thereafter, as mutually agreed. The Owner's contract administrator or designee may enter the Facility at all reasonable times the Facility is open for the purposes of determining whether the terms and conditions of this Agreement are being fully and faithfully observed and performed. The Owner's contract administrator or designee may conduct periodic inspections of the Facility at any time, whether with or without advanced notice to OVG.

Section 13.3 Rates, Fees, and Discounts. OVG shall allow Owner to review and approve all rates, rate cards, published fees, and general discounting policies as set forth in the Operations Manual. Owner's approval shall not be unreasonably withheld or delayed.

Section 13.4 Annual Report and Presentation to Council. OVG shall present an annual report and presentation to Owner's City Council following the completion of each Operating Year. The parties

anticipate such report and presentation to occur in August of each year during which this Agreement is in effect.

ARTICLE 14 INDEMNIFICATION

Section 14.1 Indemnification by OVG. OVG agrees to defend, indemnify, and hold harmless Owner and its officials, directors, officers, employees, agents, successors, and assigns against any third-party claims, causes of action, costs, expenses (including reasonable attorneys' fees), liabilities, or damages (collectively, "**Losses**") suffered by such parties and to the extent directly caused by any **(a)** negligent or reckless act or omission, intentional misconduct, or failure to comply with Laws attributable to OVG or any of its employees, or agents, in the performance of its obligations under this Agreement, or **(b)** material breach by OVG of any of its representations, covenants, warranties, or agreements made herein.

Section 14.2 Indemnification by Owner. Owner agrees to defend, indemnify, and hold harmless OVG (including its parent, subsidiary, and affiliate companies) and each of their respective directors, officers, employees, agents, successors, and assigns against any Losses suffered by such parties and caused by any **(a)** negligent or reckless act or omission, intentional misconduct, or failure to comply with Laws attributable to Owner or any of its employees or agents in the performance of its obligations under this Agreement, **(b)** material breach by Owner of any of its representations, covenants, warranties, or agreements made herein, **(c)** any defect or environmental condition at the Facility or under the premises on which the Facility is located (including structural or construction defects (latent or patent), not contributed to or caused by the negligence or willful misconduct of OVG, its employees, or agents, or **(d)** withdrawal liability for a share unfunded vested benefits under multiemployer plans (as that term is defined in 4001(a)(3) of the Employee Retirement Income Security Act of 1974).

Section 14.3 Conditions to Indemnification. With respect to each separate matter brought by any third party against which a party hereto ("**Indemnitee**") who is indemnified by the other party ("**Indemnitor**") under this Article 14, the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending, and/or otherwise attempting to resolve, through counsel of its choice, any proceeding, claim, or cause of action underlying such matter, except that **(a)** the Indemnitee may, at its option, participate in such defense or resolution at its expense and through counsel of its choice; **(b)** the Indemnitee may, at its option, assume control of such defense or resolution if the Indemnitor does not promptly and diligently pursue such defense or resolution, provided that the Indemnitor shall continue to be obligated to indemnify the Indemnitee hereunder in connection therewith; and **(c)** neither Indemnitor nor Indemnitee shall agree to any settlement without the other's prior written consent (which shall not be unreasonably withheld or delayed). In any event, Indemnitor and Indemnitee shall cooperate with each other in good faith and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's expense. With respect to each and every matter to which any indemnification may be sought hereunder, upon receiving notice pertaining to such matter, Indemnitee shall promptly give reasonably detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.

Section 14.4 Survival. The obligations of the parties contained in this Article 14 shall survive the termination or expiration of this Agreement.

Section 14.5 Legal Costs. Notwithstanding the other provisions of this Agreement, if legal costs are being incurred by OVG or Owner for a third party claim in respect of which Owner is claiming indemnity from OVG, such legal costs will be considered an Operating Expense unless and until liability of OVG pursuant to this Agreement is conclusively established by a court of competent jurisdiction with respect to the underlying claim on which OVG's obligation to indemnify is based, or as otherwise agreed by the parties in connection with the settlement of any claim. In the event that the liability of OVG is so conclusively determined, then such legal costs shall be considered costs of OVG (and not Operating Expenses) and covered by the indemnity given by OVG to Owner hereunder and the parties shall adjust between them in respect of such legal costs.

ARTICLE 15 INSURANCE

Section 15.1 Types and Amount of Coverage. OVG agrees to obtain insurance coverage in the manner and amounts as set forth in Exhibit E, attached hereto, and shall provide to Owner promptly following the Effective Date a certificate or certificates of insurance evidencing such coverage. OVG shall maintain such referenced insurance coverage at all times during the Term and will not make any material modification or change from these specifications without the prior written approval of Owner. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by Owner's Chief Financial Officer. Each certificate shall include a statement under Description of Operations as to why the certificate was issued.

Section 15.2 Additional Terms; Third Parties. All insurance policies shall comply with all additional terms listed on Exhibit E, attached hereto. OVG shall require that all third-party users of the Facility, including without limitation third-party licensees and/or vendors, to provide certificates of insurance evidencing insurance appropriate for the types of activities in which such user is engaged. If OVG subcontracts any of its obligations under this Agreement, OVG shall require each such subcontractor to secure insurance that will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, and name OVG and Owner as additional insureds. For avoidance of doubt, OVG has the affirmative duty to ensure all third-party users and subcontractors engaged by OVG hereunder, comply with the requirements of this Article 15, including ensuring all applicable insurance policies cover the type and duration of each event, project, or other occurrence for which the third-party users or subcontractors will be utilizing the Facility.

ARTICLE 16 REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 16.1 OVG Representations and Warranties. OVG hereby represents, warrants, and covenants to Owner as follows:

(a) that it has the full legal right, power, and authority to enter into this Agreement and to grant the rights and perform the obligations of OVG herein, and that no third-party consent or approval is required to grant such rights or perform such obligations hereunder;

(b) that this Agreement has been duly executed and delivered by OVG and constitutes a valid and binding obligation of OVG, enforceable in accordance with its terms, except as such

enforceability may be limited by bankruptcy, insolvency, reorganization, or similar Laws affecting creditors' rights generally or by general equitable principles;

(c) that OVG will comply with all Laws applicable to its management of the Facility, provided that OVG shall not be required to undertake any compliance activity, nor shall OVG have any liability under this Agreement therefor if such activity requires any Capital Expenditure or funding of an Operating Expense that is not funded by Owner;

(d) that OVG shall, to the best of its knowledge and belief, comply with all applicable provisions of the Americans with Disabilities Act, all applicable amendments thereto, and all applicable federal regulations promulgated thereunder (collectively, the "ADA");

(e) that, to the best of its knowledge and belief, all programs, policies, and alterations of any type initiated by OVG shall comply with the 2010 Standards for Accessible Design, the ADA Title II regulation, Section 504 of the 1973 Rehabilitation Act, all applicable amendments thereto, and all similar statutes and regulations prohibiting discrimination on the basis of disability;

(f) that OVG shall, to the best of its knowledge and belief, ensure that its websites and all online services, including those websites or online services provided by third parties upon which OVG relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines – WCAG 2.1 AA;

(g) that, to the best of its knowledge and belief, no relationship exists or will exist, during the Term hereof, between OVG and Owner that is a conflict of interest. The provisions of Iowa Code Chapter 68B (Government Ethics and Lobbying Act) shall apply to this Agreement. Accordingly, OVG shall promptly report any potential conflicts of interest to Owner;

(h) that OVG has not employed any person to solicit or procure this Agreement. OVG has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive procurement in connection with this Agreement;

(i) that, to the best of its knowledge and belief, all the materials and services produced or provided to Owner pursuant to the terms of this Agreement shall be wholly original with OVG or that OVG has secured all applicable interests, rights, licenses, permits, or other intellectual property rights in such materials and services. OVG represents and warrants, to the best of its knowledge and belief, that said materials and services, and Owner's use of the same, in accordance with this Agreement, and the exercise by Owner of the rights granted to it by this Agreement, in accordance with this Agreement, will not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. OVG further represents and warrants, to the best of its knowledge and belief, that said materials and services do not infringe upon the copyright, trademark, trade name, trade dress, patent, statutory or common law, or any other rights of any person, firm, corporation, or other entity.

Section 16.2 Owner Representations, Warranties and Covenants. Owner represents, warrants, and covenants to OVG as follows:

(a) that it has the full legal right, power, and authority to enter into this Agreement and to grant the rights and perform the obligations of Owner herein, and that no other third-party consent or approval is required to grant such rights or perform such obligations hereunder.

(b) that this Agreement has been duly executed and delivered by Owner and constitutes a valid and binding obligation of Owner, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, or similar laws affecting creditors' rights generally or by general equitable principles.

(c) that the Facility is, as of the Effective Date and to the best of Owner's knowledge and belief, in compliance in all respects with all applicable Laws relating to the construction, use, and operation of the Facility (including, without limitation, Title III of the American with Disabilities Act), and that there exist no structural defects or unsound operating conditions at the Facility.

(d) that to the best of its knowledge and belief, that any materials provided by or modified by Owner hereunder, do not infringe upon the copyright, trademark, trade name, trade dress, patent, statutory or common law, or any other rights of any person, firm, corporation, or other entity.

(e) that as of the Commencement Date, OVG shall have the full exclusive rights to the Facility as set forth herein, and no third party shall retain any rights to, or control of, the Facility or in connection with the exclusive services being provided by OVG hereunder.

ARTICLE 17 FEDERAL TAX REQUIREMENTS

Section 17.1 Compliance with Federal Tax Requirements. OVG understands that all or a portion of the Facility has been or may be financed on a tax-exempt basis (such financing, the "**Bonds**") and, as a result, Owner must comply with the Internal Revenue Code of 1986, as amended, and certain treasury regulations promulgated thereunder (collectively, the "**Code**"), with respect to the use and management of the Facility by OVG, and any other nongovernmental user of all or a portion of the Facility. OVG agrees to cooperate with Owner in complying with the requirements of the Code with respect to private business use of property financed with the Bonds at the Facility. Without limiting the generality of the foregoing, OVG agrees that the compensation hereunder does not and is not intended to provide OVG a share of the net profits of the Facility and agrees to cooperate with Owner in maintaining the safe harbor conditions provided in Revenue Procedure 2017-13 (as modified, amplified and/or superseded, the "**Rev. Proc.**") regarding qualified management contracts, and acknowledges that, as of the Effective Date, the Rev. Proc. includes the following safe harbor conditions, among others, that must be satisfied to ensure that the Bonds will maintain their tax-exempt status:

- (a) OVG and any other third-party manager shall agree that it is not entitled to and shall not take a tax position with respect to the Facility or any management agreement that is inconsistent with being a service provider to Owner that provides services at the Facility, including, without limitation, taking any depreciation or amortization, investment tax credit, or deduction for any payment as rent with respect to the Facility.
- (b) In connection with OVG or any other third-party manager's services at the Facility and as described in the Rev. Proc., Owner approval is required for: (i) the annual budget of the Facility; (ii) each disposition of any portion of the Facility, (iii) rates charged for the use of all or any portion of the Facility, and (iv) and the general nature and type of use of the Facility by OVG.

- (c) Owner bears risk of all loss, including casualty loss of the Facility.
- (d) Neither OVG nor any other third-party manager shall have any role or relationship with Owner that, in effect, substantially limits Owner's ability to exercise its rights under any management agreement.

OVG agrees to cooperate in good faith with Owner in order to ensure that this Agreement and OVG's services hereunder comply the requirements of the Code with respect to private business use of property financed with the Bonds at the Facility, including but not limited to, maintaining the safe harbor conditions provided in the Rev. Proc (collectively, the "**Private Use Requirements**"). If Owner reasonably determines that the Commercial Rights Services or any other of OVG's services or actions hereunder violate the Private Use Requirements, OVG shall reasonably cooperate (without expenditure of material funds) to cease such services or actions following notice thereof from Owner. If following a good faith negotiation period of not less than 90 days (the "**Negotiation Period**"), Owner continues to reasonably determine that OVG's services or actions hereunder violate the Private Use Requirements notwithstanding OVG's reasonable cooperation efforts, Owner may terminate this Agreement in its sole discretion and without penalty for a period of 60 days following the end of the Negotiation Period. If Owner does not terminate this Agreement during such 60-day period, such termination right shall expire.

If Owner reasonably determines that the terms of this Agreement violate the Private Use Requirements, the parties shall proceed in accordance with Section 17.2 below as if Changes (as defined below) had occurred.

Section 17.2 Future Changes in Federal Tax Requirements. OVG agrees to negotiate in good faith with Owner to amend this Agreement from time to time (each, an "**Amendment**") to address any interpretations, modifications, or other changes in federal tax requirements regarding tax-exempt bonds, which may include any modifications and amplifications of the Rev. Proc. or requirements superseding the Rev. Proc. taking place after the Effective Date (collectively, "**Changes**") to ensure that the tax-exempt status of the Bonds utilized to finance all or a portion of the Facility is maintained. The parties acknowledge and agree that the terms of an Amendment shall be limited to modifying this Agreement in order to (i) maintain the tax-exempt status of the Bonds notwithstanding such Changes (without requiring a partial redemption or other remedial action with respect to the Bonds), and (ii) ensuring that the financial arrangements under this Agreement are materially maintained. Notwithstanding anything herein to the contrary, if following a Negotiation Period this Agreement is unable to be amended to the satisfaction of Owner with respect to clause (i) above, or Manager with respect to clause (ii) above, then this Agreement may be terminated by the applicable dissatisfied party in its sole discretion and without penalty for a period of 60 days following the end of the Negotiation Period. If neither party terminates this Agreement during such 60-day period, such termination right shall expire.

Section 17.3 Remedies. Owner acknowledges and agrees that OVG is not responsible for determining whether this Agreement or the services hereunder comply with the Code or the Rev. Proc. or otherwise with the requirements of the Bonds, and is relying on Owner's good-faith, reasonable determinations as to such matters. As such, OVG shall bear no responsibility with respect to maintaining the tax-exempt status of the Bonds, under no circumstances shall OVG be liable for any failure by Owner to maintain the tax-exempt status of the Bonds, notwithstanding anything to the contrary in this Agreement (including in connection with OVG's indemnification obligations set forth in Section 14), and Owner's sole remedies under this Agreement in relation to the Bonds or pursuant to this Section 17 shall be termination of the Agreement as set forth in Sections 17.1 and 17.2 above.

ARTICLE 18 MISCELLANEOUS

Section 18.1 PCI Compliance. The parties agree to comply with all current and future Payment Card Industry Data Security Standards (“**PCI Standards**”) and guidelines that may be published from time to time by Visa, MasterCard, or other associations as they relate to the storage of payment card data. For PCI Standards compliance purposes, the Facility shall include a segmented network, an appropriate number of wired data connections to the Internet for point-of-sale devices (“POS”) to be used by OVG and any contractors at the Facility. If Owner provides such network, Owner shall be responsible for the security of its network, including, without limitation, applicable PCI Standards compliance, and for procuring and installing point of sale (POS) payment systems that are compliant with the latest PCI-DSS requirements. Notwithstanding the foregoing, if provided for in the Investment by OVG, OVG shall be responsible for procuring and installing POS payment systems that are compliant with the latest PCI Standards and in such case OVG shall be responsible for the PCI Standards compliance of its POS systems it provides. If at any time either party determines that data covered by PCI Standards has been compromised, such party will notify the other without undue delay and provide reasonable assistance in providing notification to the proper parties as deemed necessary.

Section 18.2 No Discrimination. OVG agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, physical handicap, creed, sexual orientation, gender identity, gender expression, pregnancy, or age, and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, religion, color, sex, disability, national origin, ancestry, physical handicap, creed, sexual orientation, gender identity, gender expression, pregnancy, marital status, familial status, genetic information, age, status with regard to public assistance, status as a veteran, or any other classification protected by Laws, except where age or sex is an essential, bona fide occupation requirement, or where disability is a bona fide occupational disqualification or as otherwise permitted by Laws. Such action shall include, but not be limited to the following: (a) employment, (b) upgrading, (c) demotion or transfer, (d) recruitment or advertising, (e) layoff or termination, (f) rate of pay or other forms of compensation, and (g) selection for training, including apprenticeship. OVG will use commercially reasonable efforts to include the provisions of these nondiscrimination clauses in any applicable Service Contracts, unless exempt by the rules, regulations, or orders of Owner or where such terms would be inappropriate or inapplicable.

Section 18.3 Use of Facility Names and Logos. OVG shall have the right to use throughout the Term (and permit others to use in furtherance of OVG’s obligations hereunder), for no charge, the name and all logos of the Facility, on OVG’s stationary, in its advertising of the Facility, and whenever conducting business of the Facility; provided, that OVG shall take all prudent and appropriate measures to protect the intellectual property rights of Owner relating to such logos. All intellectual property rights in any Facility logos developed by OVG or Owner shall be and at all times remain the sole and exclusive property of Owner. OVG agrees to execute any documentation requested by Owner from time to time to establish, protect, or convey any such intellectual property rights.

Section 18.4 Facility Advertisements. Owner agrees that in all advertisements placed by Owner for the Facility or events at the Facility, whether such advertisements are in print, on radio, television, the internet, or otherwise, it shall include a designation that the Facility is “Managed by Oak View Group”.

Section 18.5 Force Majeure; Casualty Loss.

(a) A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claims for damages, if and to the extent such delay or failure is caused by an Event of Force Majeure. Provided, however, that the party who is delayed or prevented from performing by an Event of Force Majeure shall, within a period not to exceed 14 (fourteen) days after the occurrence or detection of any such event, give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay and shall remedy such cause as soon as reasonably possible, or as mutually agreed between the parties. Notwithstanding the foregoing, in no event shall a party's failure to make payments due hereunder be excusable due to an Event of Force Majeure.

(b) In the event of damage or destruction to a material portion of the Facility by reason of fire, storm, or other casualty loss that renders the Facility (or a material portion thereof) untenable, Owner shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the Facility (or a material portion thereof) untenable for a period estimated by an architect selected by Owner at OVG's request, of at least one hundred eighty (180) days from the date of such fire, storm, or other casualty loss, either party may terminate this Agreement upon written notice to the other, provided that (i) Owner shall pay to OVG its costs of withdrawing from services hereunder, as described in Section 4 above, and (ii) in the event the Facility once again becomes tenable at any time during the Term, this Agreement shall, at the option of OVG, once again become effective and OVG shall manage and operate the Facility under the terms hereof, except that the Term shall be extended for a period of time in which the Facility was untenable.

Section 18.6 Assignment; Binding on Successors and Assigns. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed, except that either party may, without the prior written consent of the other party but upon at least 30 days' written notice to the other party, assign this Agreement in connection with a sale, merger, or other business combination involving all or substantially all of its assets or equity interests; provided, however, that Owner shall have the right to reasonably evaluate the experience, qualifications, and financial standing of the proposed assignee and make reasonable objection thereto. The Owner shall notify OVG in writing of any objection to the proposed assignment (with reasonable specificity as to the nature of, and reason for, each such objection) within 10 days after OVG has notified Owner in writing of a proposed assignment. Owner's consent to the assignment shall be presumed unless it has timely notified OVG of its objection(s) as provided herein. If Owner so objects, and Owner's objections have not been resolved to Owner's satisfaction, then OVG may proceed with the assignment only if OVG agrees in writing to remain liable to Owner under this Agreement for the performance of the duties of OVG hereunder, notwithstanding the assignment. Notwithstanding the foregoing, OVG may, without the necessity of obtaining Owner's prior written consent, assign this Agreement to an Affiliate where such assignment is intended to accomplish an internal corporate purpose of OVG as opposed to materially or substantially altering the method of delivery of services to Owner or the kind or quality of the same. Any purported assignment in contravention of this Section shall be void. This Agreement is binding on successors and permitted assigns of the parties.

Section 18.7 Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when

delivered, if delivered personally, four (4) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to Owner:

City Manager's Office
City Hall
50 W 13th Street
Dubuque, IA 52001
Attn: City Manager

If to OVG:

Oak View Group
5050 S. Syracuse Street, Suite 800
Denver, CO 80237
Attn: Chief Operating Officer

With a copy to:

City Attorney's Office
300 Main Street, Suite 330
Dubuque, IA 52001
Attn: City Attorney
Email: cityattorney@cityofdubuque.org

With a copy to:

Oak View Group – Legal Department
5050 S. Syracuse Street, Suite 800
Denver, CO 80237
Attn: OVG360 Legal Department
Email: OVG360Legal@oakviewgroup.com

The designation of the individuals to be so notified and the addresses of such parties set forth above may be changed from time to time by written notice to the other party in the manner set forth above.

Section 18.8 Severability. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

Section 18.9 Entire Agreement. This Agreement (including the exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements, or understandings, whether oral or written.

Section 18.9 Disputes; Governing Law; Venue. The parties agree to act immediately to resolve any dispute arising with respect to this Agreement. Time is of the essence in the resolution of disputes. OVG agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement which are not affected by the dispute; Owner agrees that it shall continue to make payment for all services performed as outlined in this Agreement. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Iowa without regard to its conflict of laws principles. Venue for any action arising out of this Agreement shall be in the Iowa District Court for Dubuque County, Iowa or the Federal District Court for the Northern District of Iowa, Eastern Division, and the parties hereby irrevocably consent to the jurisdiction of such courts.

Section 18.10 Amendments. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change,

waiver, or termination is sought. The parties shall work in good faith immediately following execution hereof to reach an agreement regarding one or more amendments to this Agreement and/or the Grand River Agreement in order to better align the two agreements in terms of duration; budgets; allocation of expenses, revenues, and personnel; and such other matters as the parties may mutually agree.

Section 18.11 Waiver; Remedies. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

Section 18.12 Relationship of Parties. OVG and Owner acknowledge and agree that they are not joint venturers, partners, or joint owners with respect to the Facility, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture, or similar relationship between Owner and OVG. In operating the Facility, entering into contracts, accepting reservations for use of the Facility, holding events, and conducting financial transactions for the Facility, OVG acts on behalf of and as agent for Owner (but subject to the limitations on OVG's authority as set out in this Agreement), with the fiduciary duties required by law of a party acting in such capacity.

Section 18.13 No Third-Party Beneficiaries. Other than the indemnitees listed in Sections 14.1 and 14.2 hereof (who are third-party beneficiaries solely with respect to the indemnification provisions in such sections), there are no intended third-party beneficiaries under this Agreement, and no third party shall have any rights or make any claims hereunder, it being intended that solely the parties hereto (and the aforementioned indemnitees with respect to the indemnification provisions hereof) shall have rights and may make claims hereunder.

Section 18.14 Attorneys' Fees. If any suit or action is instituted by either party hereunder, including all appeals, the prevailing party in such suit or action shall be entitled to recover reasonable outside attorney fees and expenses from the non-prevailing party, in addition to any other amounts to which it may be entitled.

Section 18.15 Limitation on Damages. In no event shall either party be liable or responsible for any consequential, indirect, incidental, punitive, or special damages (including, without limitation, lost profits) whether based upon breach of contract or warranty, negligence, strict tort liability, or otherwise, and each party's liability for damages or losses hereunder shall be strictly limited to direct damages that are actually incurred by the other party, provided that the foregoing shall not limit or restrict any claim by OVG for the management fees described herein upon a breach or default of this Agreement by Owner.

Section 18.16 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Agreement may be executed by the parties and transmitted by electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

Section 18.17 Currency. All prices and financial terms referenced herein are intended to be in U.S. dollars, and shall remain in U.S. dollars despite any exchange rate.

Section 18.18 Regulatory Agency Compliance. OVG shall in connection with its performance under this Agreement, materially comply, to the best of its knowledge, with applicable laws and regulations set forth by regulatory agencies is required. These agencies include but are not limited to, OSHA (the Occupational Safety and Health Administration), EPA (the Environmental Protection Agency), ICC (the Interstate Commerce Commission), DNR (the Department of Natural Resources), and DOT (the Department of Transportation), including all similar state and federal agencies.

Section 18.19 Suspensions and Debarment. OVG further certifies that it is not presently debarred, suspended, declared ineligible, or voluntarily excluded from participation in any contract with Owner or the State of Iowa. OVG shall ensure that all subcontractors utilized by OVG for any service or product referenced in this Agreement make a similar representation to those contained in the provisions of this paragraph.

Section 18.20 Tax Exemptions. Owner is exempt from sales tax and certain use taxes, and if requested by OVG shall provide substantiation of such exemption. Any charges for taxes for which Owner is exempt will be deducted from invoices before payment is made.

Section 18.21 Number, Gender, Captions, and Headings. All words and phrases contained herein, including acknowledgements hereof, shall be construed as the singular or plural number, and as masculine, feminine, or neuter gender according to the contexts. The captions and section headings are for convenience only and shall not be used in the interpretation or enforcement of any provision of this Agreement.

Section 18.22 No Inference Against Drafter. Each party hereto acknowledges that this Agreement was negotiated by the parties, each represented by counsel and each having participated in the drafting of this Agreement. Therefore, no inference, presumption, or burden of proof shall arise favoring any party by virtue of the authorship of any provision of this Agreement.

Section 18.23 Vehicle Use. Upon full execution of this Agreement, Owner shall provide OVG with title to and keys for one or more motor vehicles to be used by OVG in connection with the performance of its obligations under this Agreement (collectively, the "**Vehicles**"). OVG shall promptly take title to and insure the Vehicles upon receipt. Upon expiration or earlier termination of this Agreement for any reason, title to each Vehicle shall revert to Owner, who shall promptly assume ownership and insurance responsibility for the Vehicles. Each party shall have a reasonable opportunity to inspect the Vehicles prior to any transfer of title. OVG shall ensure that, prior to any transfer of title, any damage to a Vehicle exceeding ordinary wear and tear shall be repaired at OVG's expense. All Vehicles shall be transferred **AS IS, WHERE IS, AND WITH ALL FAULTS**, except that the Owner represents and warrants that, at the time of initial transfer to OVG, the Vehicles shall be free from latent defects, and Owner shall remain responsible for any claims arising directly from such latent defects. As of the Effective Date, the Vehicles are as follows: 2018 Ford F250, VIN 1FTBF2B69KEE05882.

ACCEPTED AND AGREED as of the Effective Date:

THE CITY OF DUBUQUE, IA

By: 

Name: Brad M. Cavanagh

Its: Mayor

GLOBAL SPECTRUM, L.P. d/b/a Oak View Group

By: Global Spectrum, LLC, its general partner

By: 

By: Brian Rothenberg (Jun 12, 2025 15:13 EDT)

Name: Brian Rothenberg

Its: President

SCHEDULE 1
DEPICTION OF FIVE CIVIC CENTER UNDER OVG'S MANAGEMENT



EXHIBIT A-1
OVG MANAGEMENT DUTIES

OVG's management obligations under the Agreement shall consist of the following obligations, all of which are subject to the terms hereof and the controls and restrictions in the Operations Manual:

(a) Manage all aspects of the Facility in accordance with the Operations Manual and the terms of this Agreement, including but not limited to managing purchasing, payroll, fire prevention, security, crowd control, routine repairs, preventative maintenance, janitorial services, groundskeeping, promotions, advertising, energy conservation, security, box office, admission procedures, and general user services in a cost efficient, high quality, and efficient manner that meets the highest industry standard.

(b) Establish and adjust prices, rates, and rate schedules for user, license, concessions, occupancy, and advertising agreements, and booking commitments. OVG may deviate from the established rate schedule when entering into any such agreements if determined by OVG, using its reasonable business judgment, to be necessary or appropriate with respect to the specific situation.

(c) Procure, negotiate, execute, administer, and assure compliance with Service Contracts, Revenue Generating Contracts, and other contracts related to the operation of the Facility.

(d) Require that all vendors and licensees of the Facility execute vendor/license agreements containing standard indemnification and insurance obligations on the part of each such vendor/licensee.

(e) Prior to accepting any event or other booking, provide Owner with standard form advertising and sponsorship contracts and user/rental agreements for use at or with respect to the Facility. OVG shall submit such form agreements to Owner for review and comment, and the parties shall work together to finalize such forms. Once finalized, OVG shall use such forms in furtherance of its duties hereunder, and shall not materially deviate from the terms contained in such forms without obtaining the prior written approval of Owner (which shall not be unreasonably withheld or delayed). OVG's sole responsibility with regard to providing legal advice or assistance hereunder shall be to provide such standard form contracts.

(f) Operate and maintain the Facility through exercise of the commercially reasonable standards of maintenance and preservation, subject to approved Operating Budgets, including the equipment utilized in connection with its operation and any improvements made during the term of this Agreement, in the condition received, normal wear and tear excepted.

(g) Arrange for and otherwise book events at the Facility in accordance with a booking schedule to be developed by OVG.

(h) Upon reasonable request, allow Travel Dubuque real time-access to information, such as the booking and events calendar (including date holds) and customer relationship components.

(i) Hire or otherwise engage, pay, supervise, and direct all personnel OVG deems necessary for the operation of the Facility in accordance with Article 6 of the Agreement, and conduct staff planning, retention, and training programs as determined to be necessary by OVG in its sole discretion.

(j) Maintain detailed, accurate, and complete financial and other records of all its activities under this Agreement in accordance with generally accepted accounting principles, which records shall be made available to Owner upon request, in accordance with Section 10.1 of the Agreement.

(k) Submit to Owner in a timely manner financial and other reports detailing OVG's activities in connection with the Facility, as set forth in Section 10.2 of the Agreement.

(l) Prepare a proposed annual Operating Budget and submit such proposed budget to Owner, both in accordance with Article 7 of the Agreement.

(m) Pay all Operating Expenses and other expenses incurred in connection with the operation, maintenance, supervision, and management of the Facility from the Operating Account or with funds otherwise made available by Owner.

(n) Secure, or assist Owner (or any other third party, as applicable) to secure, all licenses and permits necessary for the operation and use of the Facility for the specific events to be held therein, and for the general occupancy of the Facility, including without limitation all necessary food and liquor licenses, and renewals thereof. Owner shall cooperate in this process to the extent reasonably required. All costs associated with this process shall be Operating Expenses.

(o) Collect, deposit, and hold in escrow in the Event Account any ticket sale revenues which it receives in the contemplation of or arising from an event pending the completion of the event, as more fully described in Section 8.1 of the Agreement.

(p) Collect in a timely manner and deposit in the Operating Account all Revenue, as more fully described in Section 8.2 of the Agreement.

(q) Subject to Owner making available sufficient funds in a timely manner, pay all Taxes.

(r) Plan, prepare, implement, coordinate, and supervise all public relations and other promotional programs for the Facility.

(s) Prepare, maintain, and implement on a regular basis, subject to Owner's yearly approval, a Marketing Plan for the Facility.

(t) Develop and establish open, clear, and responsive reporting systems with the Owner, utilizing measurable and reported performance metrics. Metrics will be established in the first six (6) months of the Commencement Date and reviewed and updated on a yearly basis.

(u) On an annual basis, cause a written inventory to be taken of all furniture, fixtures, office equipment, supplies, tools, and vehicles at the Facility, and deliver a written report of the foregoing to Owner. OVG shall document all major damage to, or loss in, such inventory during the Term as soon as such damage or loss is discovered by OVG, and OVG shall promptly notify Owner of any such damage or loss.

(v) Purchase, on behalf of Owner and with Owner funds, and maintain during the Term, all materials, tools, machinery, equipment, and supplies necessary for the operation of the Facility.

(w) As agent for Owner, manage risk management and Facility insurance needs, as more fully described in Article 15 of the Agreement.

(x) Make and be responsible for all routine and minor repairs, maintenance, preventative maintenance, and equipment servicing. OVG shall be responsible for ensuring that all repairs, replacements, and maintenance shall be of a quality and class at least equal to that of the item being repaired, replaced, or maintained. Any replacement of an item in inventory, or any new item added to the inventory, which is paid for by Owner, shall be deemed the property of Owner, including any item paid for with funds from the Operating Account.

(y) Cause such other acts and things to be done with respect to the Facility, as determined by OVG in its reasonable discretion, to be necessary for the management and operation of the Facility following the Commencement Date.

EXHIBIT A-2
OVG FOOD AND BEVERAGE SERVICES

OVG will provide high quality food and beverage services. OVG's food and beverage obligations under the Agreement shall consist of the following, all of which are subject to the terms hereof and the controls and restrictions in the Operations Manual:

- (a) Develop and implement all necessary policies and procedures for the food and beverage operations;
- (b) Engage and oversee employees necessary to perform the Food and Beverage Services;
- (c) Manage the Food and Beverage Services in compliance with and subject to all federal, state, and local laws, ordinances, and regulations (including, without limitation, health and sanitation codes and regulations with respect to the sanitation and purity of the food and beverage products for sale);
- (d) Arrange for all minor repairs and routine maintenance to the equipment used in the operation of the Food and Beverage Services;
- (e) Keep the food and beverage facilities and equipment neat, clean, and in a sanitary condition;
- (f) Undertake appropriate advertising, marketing, and promotion of the food and beverage offerings at the Facility;
- (g) Develop menus, portions, brands, prices, themes, and marketing approaches. OVG (or the third-party concessionaire, as applicable) shall be entitled to set the prices for such items for sale;
- (h) Order, stock, prepare, pay for (as an Operating Expense), and sell appropriate foods and beverages; and
- (i) Obtain and maintain all licenses and permits necessary for the operation of the Food and Beverage Services, including those required for the on-premise sale of alcoholic beverages. Owner shall offer reasonable assistance to OVG in obtaining and maintaining such licenses and permits. The cost of such licenses and permits (including the cost to obtain such licenses and permits, such as legal costs associated therewith) shall be Operating Expenses.

For avoidance of doubt, to the extent OVG subcontracts or otherwise assigns the foregoing Food and Beverage Services, in accordance with this Agreement, such third party (including, if applicable, any Affiliate) shall be obligated to obtain and/or maintain any license or permits required hereunder, including, without limitation, any liquor licenses required for the on-premise sale of alcoholic beverages, and Owner agrees to reasonably assist such third party in connection therewith, as directed by OVG.

EXHIBIT A-3
OVG COMMERCIAL RIGHTS SERVICES

OVG's obligations in respect of the sale of Commercial Rights under the Agreement shall consist of the following, all of which are subject to the terms hereof and the controls and restrictions of the Operations Manual.

- (a) Actively market the Commercial Rights at and with respect to the Facility, and, will regularly apprise Owner of its sales prospects and the status of any potential sales of Commercial Rights;
- (b) Develop advertising system design and consult with Owner on proposed inventory;
- (c) Create rate cards and packages, target lists, and vendor packages, as necessary;
- (d) Develop Naming Rights and sub-Naming Rights packages/pricing, if applicable;
- (e) As requested by Owner, during quarterly meetings with Owner, reports detailing OVG's sales of Commercial Rights.

EXHIBIT B
QUALITATIVE INCENTIVES

OVG shall be eligible to earn a Qualitative Incentive up to \$45,000 (\$15,000/Operational Benchmark) to reach each of the following benchmarks (each, an “**Operational Benchmark**”). The achievement of the Operational Benchmark(s) shall be determined by Owner, in its reasonable and good faith discretion based on its evaluation of OVG’s performance during each Operating Year. Notwithstanding the foregoing, OVG shall notify Owner to the extent it deems any Operational Benchmark has been achieved (as set forth below) and shall provide reasonable proof thereof. Once the parties agree in writing (email shall be sufficient) that any such Operational Benchmark has been achieved, the applicable Incentive Fee(s) for the applicable Operating Year shall become due as set forth in Section 3.2 of this Agreement and may be paid by OVG out of the Operating Account. The Operational Benchmarks may be revisited every two (2) years based upon the Facility renovations and redevelopment as it takes place by mutual agreement of OVG and Owner. The parties would establish revised Operational Benchmark by February 1, prior to the next year’s budget being established.

1. *Economic Impact-Focused Targeted Events and Performances* – Attraction of events that by their financial model positively affect the bottom-line budget resulting in a positive impact on the Facility and Owner’s budget and positively impact neighboring businesses and overnight stays.
2. *Stakeholder Development Relationship* – Build a strong business relationship with Travel Dubuque, Dubuque Area Chamber of Commerce, Dubuque Main Street, hoteliers, businesses, youth sports, and performing arts on mutual strategy development, an increased level of collaboration, and focused approach on event mix, relational economic impact, stakeholder/tenant relationships, and overall civic center business improvement model benefiting OVG, the Owner, and the community.
3. *Operating Budget Success* – OVG has successfully developed and managed an Operating Budget for the applicable Operating Year.

EXHIBIT C
OPERATING BUDGET (FIRST OPERATING YEAR)

[to be attached]

	Updated OVG Proforma	
	Yr 1	
Attendance		65,000
# of Events		158
Event Days		150
Rental Income	\$	57,108
Service Income	\$	652,674
Service Expenses	\$	(649,968)
Total Direct Event Income	\$	59,814
F&B Concessions	\$	188,675
F&B Catering	\$	25,000
Merch	\$	8,741
Parking	\$	8,107
Other (Promoter Rebate)	\$	-
Total Ancillary Income	\$	230,523
Other Event Income		
Ticket Rebates	\$	118,041
Facility Fees	\$	101,566
Total Other Event Income	\$	219,608
Total Event Income	\$	509,944
Advertising Income - Signage	\$	85,000
Other Operating Income	\$	25,000
Total Other Operating Income	\$	110,000
Adjusted Gross Income	\$	619,944
Expenses		
Salaries & Wages	\$	1,009,693
Benefits	\$	209,731
Less: Event Labor Allocation	\$	(204,763)
Net EE Wages and Benefits	\$	1,014,661
Contracted Services	\$	35,000
General & Admin	\$	186,797
Operations	\$	21,474
Repair & Maintenance	\$	69,975
Supplies	\$	22,500
Insurance	\$	110,000

Utilities	\$	251,013
Other	\$	3,270
Management Fees	\$	133,215
Less: Expenses Allocated	\$	(29,052)
Total Operating Expenses	\$	1,818,854
Net Income (Loss) From Operations	\$	(1,198,910)

EXHIBIT D
EXISTING CONTRACTS

CONTRACTS:

Cummins Sales & Service (generator)
Gary's Pest Control (pest)
Kone (elevator)
Midwest Overhead Crane (arena rigging)
Racom (security cameras)
Autodesk, Inc. (Auto CAD)
Computer Doctors, Inc. (Microsoft 365)
Fiserve Inc. (Clover)
IEBA (conference registration)

SPONSORSHIPS:

Green State Credit Union
RE-Max
River Bluff Creative
Diamond Jo Casino
Kwik Stop

EXHIBIT E INSURANCE

OVG shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Schedule E-1, attached hereto, prior to commencing work. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget.

All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

Each certificate shall be furnished to the Finance Department of the City of Dubuque.

Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

OVG shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. OVG agrees that they shall be liable for the failure of a subconsultant and sub- subconsultant to obtain and maintain such coverages. Owner may request a copy of such certificates from OVG.

All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the City of Dubuque's Chief Financial Officer and subject to OVG identifying and listing in writing all deviations and exclusions from the ISO form.

OVG shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit E-I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.

OVG shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.

All certificates of insurance must include agents name, phone number, and email address.

The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

Schedule E - 1

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written on a form equivalent or more broad than ISO form CG 00 01 or business owners form BP 00 02.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Policy shall include Waiver of Right to Recover from Others endorsement or by blanket waiver of subrogation endorsement.
- 4) OVG shall provide thirty (30) days' advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days' written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

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

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.
- 2) Include endorsement indicating that coverage is primary and non-contributory.

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A Statutory—State of Iowa

Coverage B Employers Liability

Each Accident	\$100,000
Each Employee-Disease	\$100,000
Policy Limit-Disease	\$500,000

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

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

OR

If, by Iowa Code Section 85.1A, OVG is not required to purchase Workers' Compensation Insurance, OVG shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

D) UMBRELLA/EXCESS LIABILITY \$1,000,000

The General Liability, Automobile Liability and Workers Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

E) PROFESSIONAL LIABILITY \$2,000,000

If the required policy provides claims-made coverage:

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

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

X Yes ___ No

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

G) CONCESSIONAIRE BOND \$25,000

H) DRAM SHOP \$3,000,000

Please be aware that naming the City of Dubuque as an additional insured as is required by this

Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

**EXHIBIT F
TRANSITION BUDGET**



Five Flags Arena & Theater
Actual Transition Expenses vs Budget

Travel Expense Summary	Actual	Budget	Difference
Administration	\$0	\$16,675	(\$16,675)
Finance	\$0	\$8,625	(\$8,625)
Operations	\$0	\$8,625	(\$8,625)
HR	\$0	\$1,725	(\$1,725)
Marketing	\$0	\$1,150	(\$1,150)
Partnerships	\$0	\$1,725	(\$1,725)
Hospitality	\$0	\$0	\$0
Total	\$0	\$38,525	(\$38,525)

Other Expense Summary	Actual	Budget	Difference
5130-6290 Goodwill	\$0		\$0
5130-6170 Gifts - Welcome Party	\$0	5000	(\$5,000)
5250-7250 Photography	\$0		\$0
5180-6600 Advertising	\$0		\$0
5250-6970 Office Supplies	\$0		\$0
5250-6980 Postage	\$0		\$0
5250-7000 Printing	\$0	1000	(\$1,000)
5170-6490 Licenses, Permits Fees	\$0	2025	(\$2,025)
5250-6880 Dues & Subscriptions			\$0
5190-6680 Software & Licensing Expense	\$0	2000	(\$2,000)
5210-6670 Procurement	\$0		\$0
5210-7427 Equipment	\$0		\$0
5250-6800 Recruitment	\$0		\$0
5090-5910 SALARIES	\$0		\$0
5110-5460 PAYROLL TAXES	\$0		\$0
5250-6270 Relocation	\$0	15000	(\$15,000)
5250-7110 Contingency	\$0		\$0
5250-6700 Other Expenses	\$0		\$0
5250-7070 Uniforms	\$0	5250	(\$5,250)
5250-6770 Linen & Cleaning	\$ -		\$ -
5180-6590 Meeting & Marketing	\$ -		\$ -
Total Other Expenses	\$0	30275	(\$30,275)

Total Transition Costs	\$0	\$68,800	(\$68,800)
-------------------------------	------------	-----------------	-------------------

OVG360 Dubuque IA - Five Flags Mgmt FB Agr v7 (Execution Copy) eff.7-1-25

Final Audit Report

2025-06-12

Created:	2025-06-12
By:	Cait Burggraf (cait.burggraf@oakviewgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAkkko5VNd7i65I9SsxtKkkwv3_Ec4FvR

"OVG360 Dubuque IA - Five Flags Mgmt FB Agr v7 (Execution Copy) eff.7-1-25" History

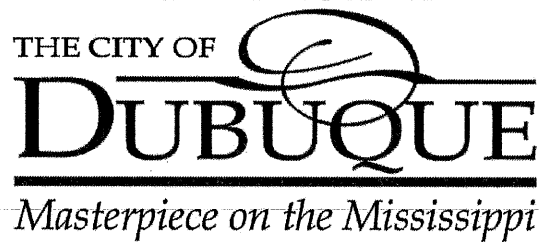
-  Document created by Cait Burggraf (cait.burggraf@oakviewgroup.com)
2025-06-12 - 7:10:20 PM GMT
-  Document emailed to Brian Rothenberg (brian.rothenberg@oakviewgroup.com) for signature
2025-06-12 - 7:10:26 PM GMT
-  Email viewed by Brian Rothenberg (brian.rothenberg@oakviewgroup.com)
2025-06-12 - 7:13:23 PM GMT
-  Document e-signed by Brian Rothenberg (brian.rothenberg@oakviewgroup.com)
Signature Date: 2025-06-12 - 7:13:44 PM GMT - Time Source: server
-  Agreement completed.
2025-06-12 - 7:13:44 PM GMT

City of Dubuque
City Council

CONSENT ITEMS # 13.

ITEM TITLE:	Improvement Contracts / Performance, Payment, and Maintenance Bonds
SUMMARY:	Eastern Iowa Excavating and Concrete, LLC for the Rustic Point Park Development Project.
SUGGESTED DISPOSITION:	Receive and File; Approve

- ATTACHMENTS:
- 1. Rustic Point Park Development Contract



RUSTIC POINT PARK DEVELOPMENT PROJECT

CONTRACT DOCUMENTS MANUAL

THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) 2025 EDITION,
SHALL APPLY TO THIS PROJECT. THEY ARE AVAILABLE ONLINE AT:
http://www.iowasudas.org/manuals/specs/archived_figures/ArchivedFigures.cfm

CITY OF DUBUQUE SUPPLEMENTAL SPECIFICATIONS 2023 EDITION,
SHALL APPLY TO THIS PROJECT. THEY ARE AVAILABLE ONLINE AT:
<https://www.cityofdubuque.org/DocumentCenter/View/55134/2023-SUDAS-City-of-Dubuque-Supplemental-Specifications>

CITY OF DUBUQUE 2019 STREET LIGHTS & TRAFFIC SIGNAL SUPPLEMENTAL SPECIFICATIONS,
SHALL APPLY TO THIS PROJECT. THEY ARE AVAILABLE ONLINE AT:
<http://www.cityofdubuque.org/DocumentCenter/View/18094>

CITY OF DUBUQUE 2011 WATER DISTRIBUTION DIVISION STANDARDS & SPECIFICATIONS FOR WATER MAINS AND
APPURTENANCES, SHALL
APPLY TO THIS PROJECT. THEY ARE AVAILABLE ONLINE AT:
<http://www.cityofdubuque.org/DocumentCenter/View/15529>

CITY OF DUBUQUE
PARKS AND RECREATION
DEPARTMENT
DUBUQUE, IA

Adopted Date: April 17, 2018

Date Issued: August 19, 2025

PROJECT DIRECTORY PAGE

SECTION 00101

**Rustic Point Park Development
4418 Rustic Point Lane
Dubuque, IA**

101.1 Authorized Parties:

The following contacts are the authorizing representatives for each of the parties, if a change is to be made to the Contract the following representatives must be contacted and approve of the change.

JURISDICTION/GOVERNMENT ENTITY REPRESENTATIVE City of Dubuque 2200 Bunker Hill Road Dubuque, Iowa 52001 <u>Project Contact:</u> Name: Steve Fehsal Title: Interim Parks & Recreation Director Department: Parks & Recreation Email: sfehsal@cityofdubuque.org Phone: 563-589-4260	ENGINEER'S REPRESENTATIVE WHKS & Co. 801 Bluff Street, Suite 2C Dubuque, IA 52001 <u>Project Contact:</u> Name: Kevin Podstawa, P.E. Title: Project Manager Email: kpodstawa@whks.com Phone: 563-239-9393
LANDSCAPE ARCHITECT'S REPRESENTATIVE Ritland+Kuiper Landscape Architects 501 Sycamore Street, Mezzanine A Waterloo, IA 50703 <u>Project Contact:</u> Name: Samantha Price Title: Landscape Architect Email: samantha@ritlandkuiper.com Phone: 319-233-8090	CONTRACTOR'S REPRESENTATIVE Contractor Name Contractor Address City, State, Zip Code <u>Project Contact:</u> Name: Name Title: Title Email: Email Phone: Phone

SECTION 00101

Page 2 of 2

101.2 OTHER CONTACT INFORMATION:

**PUBLIC ENGAGEMENT'S
REPRESENTATIVE**

Lovely City Consulting
801 Bluff Street, Suite 2C
Dubuque, IA 52001

Project Contact:

Name: Candace Eudaley-Loeback, MS

Title: Owner

Email: candace@thelovelycity.com

Phone: 563-580-7212

==== END OF SECTION 00101 ====

PUBLIC IMPROVEMENT CONTRACT**SECTION 00500****RUSTIC POINT PARK DEVELOPMENT**

THIS IMPROVEMENT CONTRACT (the Contract), made in triplicate, dated for references purposes the 15th day of September, 2025, between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and Eastern Iowa Excavating and Concrete, LLC (Contractor).

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

CONTRACTOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for the Rustic Point Park Development (Project).
2. CONTRACT DOCUMENTS
 - A. The Contract Documents consist of the following:
 1. Project Title Page (Section 00100).
 2. Project Directory Page (Section 00101).
 3. This Public Improvement Contract (Section 00500).
 4. Performance, Payment, and Maintenance Bond (Section 00600).
 5. Out-of-State Contractor Bond (Section 00610).
 6. Other Bonds:
 - a. (Bond Name) (pages to , inclusive).
 - b. (Bond Name) (pages to , inclusive).
 - c. (Bond Name) (pages to , inclusive).
 7. The Iowa Statewide Urban Design And Specifications (SUDAS) 2017 Edition.
 8. CITY OF DUBUQUE Supplemental Specifications 2017 Edition.
 9. Other Standard and Supplementary Specifications as listed on the Title Page of the Contract Document Manual.
 10. Special Provisions included in the project Contract Document Manual.
 11. Drawings –Sheet No. A0.01 through No. U0.04 (24 pages) or drawings consisting of sheets bearing the following general title:
Rustic Point Park Development
 12. Addenda (numbers 1 to 1 , inclusive).
 13. Insurance Provisions and Requirements (Section 00700).
 14. Sales Tax Exemption Certificate (Section 00750).
 15. Site Condition Information (Section 00775).
 16. Construction Schedule and Agreed Cost of Delay (Section 00800).

SECTION 00500

Page 2 of 6

17. Erosion Control Certificate (Section 00900).
18. Consent Decree (Section 01000).
19. Other Project Information and Permits (Sections 01100 - 00000).
20. Exhibits to this Contract (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 5 inclusive).
 - b. Bidder Status Form (Section 00460).
 - c. The following documentation that must be submitted by Contractor prior to Notice of Award.
 - i. Contractor Background Information Form (Section 00471)
 - ii. _____
 - iii. _____
21. The following which may be delivered or issued on or after the Effective Date of the Agreement:
 - a. Notice to Proceed (Section 00850).
 - b. Project Certification Page (Section 00102).
 - c. Change Orders (Not attached to this agreement).

There are no other Contract Documents. The Contract Documents may only be amended, modified, or supplemented as provided in General Conditions.

3. All materials used by the Contractor in the Project must be of the quality required by the Contract Documents and must be installed in accordance with the Contract Documents.
4. The Contractor must remove any materials rejected by the City as defective or improper, or any of said work condemned as unsuitable or defective, and the same must be replaced or redone to the satisfaction of the City at the sole cost and expense of the Contractor.
5. Three percent (3%) of the Contract price will be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Council to pay any claim by any party that may be filed for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that thirty (30) day period, as provided in Iowa Code Chapter 573 or Iowa Code Chapter 26. The City will also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums will be held by the City until such claims have been settled, adjudicated or otherwise disposed of.
6. The Contractor has read and understands the Contract Documents herein referred to and agrees not to plead misunderstanding or deception related to estimates of quantity, character, location or other conditions for the Project.
7. In addition to any warranty provided for in the specifications, the Contractor must also fix any other defect in any part of the Project, even if the Project has been accepted and fully paid for by the City. The Contractor's maintenance bond will be security for a period of two years after the issuance of the Certificate of Substantial Completion.

8. The Contractor must fully complete the Project under this Contract on or before the date indicated in the Construction Schedule and Agreed Cost of Delay Section of the Contract Documents.
9. INDEMNIFICATION FROM THIRD PARTY CLAIMS. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
10. The Contractor hereby represents and guarantees that it has not, nor has any other person for or in its behalf, directly or indirectly, entered into any arrangement or Contract with any other Bidder, or with any public officer, whereby it has paid or is to pay any other Bidder or public officer any sum of money or anything of value whatever in order to obtain this Contract; and it has not, nor has another person for or in its behalf directly or indirectly, entered into any Contractor arrangement with any other person, firm, corporation or association which tends to or does lessen or destroy free competition in the award of this Contract and agrees that in case it hereafter be established that such representations or guarantees, or any of them are false, it will forfeit and pay not less than ten percent (10%) of the Contract price but in no event less than \$2,000.00 (Two Thousand Dollars) to the City.
11. The surety on the Bond furnished for this Contract must, in addition to all other provisions, be obligated to the extent provided for by Iowa Code 573.6 relating to this Contract, which provisions apply to said Bond.
12. The Contractor agrees, and its Bond is surety therefore, that after the Certificate of Substantial Completion has been issued by the City, it will keep and maintain the Project in good repair for a period of two (2) years.
13. The Project must be constructed in strict accordance with the requirements of the laws of the State of Iowa, and the United States, and ordinances of the City of Dubuque, and in accordance with the Contract Documents.
 - A. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U. S. C. 1958 (H) et. seq.) and the Federal Water Pollution Act (33 U. S. C. 1368 et. seq.) as amended, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). Contractor must comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and Department of Labor Regulations (29 CFR, Part 5).
 - C. Equipment or products authorized to be purchased with federal funding awarded for this Contract must be American-made to the maximum extent feasible, in accordance with Public Law 103-121, Sections 606(a) and (b).
 - D. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department

SECTION 00500

Page 4 of 6

of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

**CONSENT DECREE
RELATING TO THE PROJECT**

14. ☐ THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.

_____ CITY _____ CONTRACTOR

- ☒ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

The City has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to perform work required by the Consent Decree.

A copy of the Consent Decree is included in the Contract Documents and can be viewed at <http://www.cityofdubuque.org/DocumentCenter/Home/View/3173>. A hard copy is available upon request at the City's Engineering Department Office.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

The Consent Decree also provides that until five (5) years after the termination of the Consent Decree, the City must retain, and must instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention period, upon request by the United States or the State, the City must provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City must notify the United States and the State at least ninety (90) Days prior to the destruction of any

documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City must deliver any such documents, records, or other information to the EPA or IDNR.

CERTIFICATION BY CONTRACTOR

The undersigned, on behalf of the Contractor, with full authority to act on behalf of the Contractor, certifies to the City of Dubuque as follows:

1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.
2. All work performed will be in conformity with the provisions of the Consent Decree.
3. All documents reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.
4. The Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's failure to comply with the Consent Decree.

CONTRACTOR:

Eastern Iowa Excavating and Concrete, LLC
Contractor
By: 
Signature
Chad Demmer
Printed Name
Owner
Title
9 23 2025
Date

SECTION 00500

Page 6 of 6

THE CITY AGREES:

15. Upon the completion of the Contract, and the acceptance of the Project by the City Council, and subject to the requirements of law, the City agrees to pay the Contractor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the price(s) stated in the Contractor's Bid Proposal and less any Agreed Cost of Delay provided for in the Contract Documents.

CONTRACT AMOUNT \$ 212,130.10

CITY OF DUBUQUE, IOWA:

City Manager's Office
Department
By: Michael Van Milligen
Signature
Michael C. Van Milligen
Printed Name
City Manager
Title
09/29/2025
Date

CONTRACTOR:

Eastern Iowa Excavating and Concrete, LLC
Contractor
By: Chad Demmer
Signature
Chad Demmer
Printed Name
Owner
Title
9.23.2025
Date

==== END OF SECTION 00500 ====

SECTION 00600

Page 1 of 4

PERFORMANCE, PAYMENT AND MAINTENANCE BOND**SECTION 00600**

KNOW ALL BY THESE PRESENTS:

That we, Eastern Iowa Excavating & Concrete, L.C., as
Principal (hereinafter the "Contractor" or "Principal") and Merchants National Bonding, Inc.
, as Surety are held and firmly bound unto the
City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who
may be injured by any breach of any of the conditions of this Bond in the penal sum of
Two Hundred Twelve Thousand One Hundred Thirty & 10/100 dollars
(\$ 212,130.10), lawful money of the United States, for the payment of which sum,
well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly
or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a
contract with the Owner, bearing date the 15th day of September, 2025
(hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the
following project in accordance with the Contract Documents, and to faithfully perform all the terms
and requirements of said Contract within the time therein specified, in a good and workmanlike
manner, and in accordance with the Contract Documents. The Contract Documents for Rustic
Point Park Development Project detail the following described improvements:

The extent of the work involved is the furnishing of labor and new materials for the
construction of Rustic Point Park and includes approximately; 534 CY of excavation; 146
Tons of granular subbase; 35 LF of curb and gutter; 20 SY of 7" PCC pavement; 352 SY of
4" PCC Sidewalk, trees and plants; landscaping; 705 LF of filter socks; 605 CY of topsoil;
park signs; and new park equipment.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following
provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and
abide by each and every covenant, condition, and part of said Contract and Contract
Documents, by reference made a part hereof, for the project, and shall indemnify and save
harmless the Owner from all outlay and expense incurred by the Owner by reason of the
Contractor's default of failure to perform as required. The Contractor shall also be
responsible for the default or failure to perform as required under the Contract and Contract
Documents by all its subcontractors, suppliers, agents, or employees furnishing materials
or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just
claims submitted by persons, firms, subcontractors, and corporations furnishing materials
for or performing labor in the performance of the Contract on account of which this Bond is
given, including but not limited to claims for all amounts due for labor, materials, lubricants,
oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the

SECTION 00600

Page 2 of 4

Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract Documents within the period of two (2) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship, equipment installed, or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's Contract herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time authorized in approved change orders to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, authorized in approved change orders which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase;
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five (5) years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (125%) of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable

SECTION 00600

Page 4 of 4

provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. 3043000076Witness our hands, in triplicate, this 22nd day of September, 2025.**SURETY COUNTERSIGNED BY:**

N/A

Signature of Agent

Printed Name of Agent

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Eastern Iowa Excavating & Concrete, L.C.

Contractor

By: 

Signature

Printed Name

Chad Demmer

Title

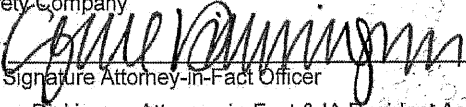
FORM APPROVED BY:

Representative for Owner

SURETY:

Merchants National Bonding, Inc.

Surety Company

By: 

Signature Attorney-in-Fact Officer

Grace Dickinson, Attorney-in-Fact & IA Resident Agent

Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukegan, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number

**NOTE:**

1. All signatures on this performance, payment, and maintenance Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

===== END OF SECTION 00600 =====

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alissa Cahalan; Anne Crowner; Ashlea McCaughey; Austin Muehlschlegel; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Colby D White; Connor Oberg; Craig E Hansen; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Dickinson; Grace Rasmussen; Graydon Dolson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jenni Marino; Jessie Allen; Joe Tieman; John Cord; Joseph Cardinal; Joshua R Loftis; Kate Zanders; Keeton Welch; Kristine M Becks; Lindsey Minuttillo; Mark R DeVitt; Mark Swelgart; Melinda C Blodgett; Michelle Morrison; Michelle R Gruls; Nathan Weaver; Nicole Stillings; R C Bowman; Ryan Olivia E Lundy; Sandra M Engstrum; Sara Huston; Sarah C Brown; Seth Rooker; Taylor Fogle; Ted Jorgensen; Tim McCulloh; Todd Bengford; Zach Fuller

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of August, 2025.



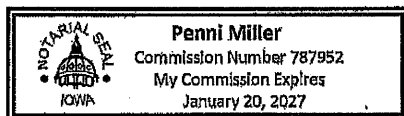
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of August, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Penni Miller

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 22nd day of September, 2025.



Elisabeth Sandersfeld
Secretary

**SECTION 01 11 00
SPECIAL PROVISIONS****PART 1 GENERAL****1.01 PROJECT SCOPE**

- A. Construction of Rustic Point Park.
- B. Associated sitework

1.02 RELATED SECTIONS

- A. Section 01 25 00 – Playground Equipment and Structures
- B. Section 32 91 00 – Soil Preparation
- C. Section 32 93 00 – Plant Materials

1.03 SOIL CONDITIONS

- A. The Contractor shall accept the existing soil conditions at the site and shall make the excavations required in the Plans and Specifications. Structural or piping changes required by unforeseen soil conditions will be compensated for as provided by the extra work provisions of the Specifications.
- B. The soils report is reproduced elsewhere in these specifications for the Contractor's convenience and is not known to be typical of the soil conditions at the site and it is not to be implied or inferred that these borings do in fact represent actual conditions at the site. Bidders are invited to make any soil borings or site determinations, which they deem necessary for preparation of their bids and proper execution of the Contract requirements.

1.04 ROCK EXCAVATION

- A. Rock is defined as solid rock lying in the natural position in which it was formed and cannot be excavated without the aid of hammering or blasting. Material that is able to be excavated by ripping the material with a standard rock bucket is not considered rock excavation. If tines of the rock bucket are "smoked" on the material, it shall be considered rock excavation. Actual volumes for rock excavation shall be measured and approved by the Engineer in the field in coordination with the Contractor.
- B. Use blasting only with written permission of the Engineer. Contractor shall be responsible for any permits required for transport, storage, handling, or usage of explosives. Do not bring or store explosives on the site or use in the work without the prior written permission of all authorities having jurisdiction there-over. The Contractor shall be solely responsible for the handling, storage and use of explosive materials if and when permission as required above is obtained.
- C. Blasting will be permitted only when proper precautions are taken for the safety of all persons, the work, and the property. All damage done to the work or property shall be repaired at the Contractor's expense. All operations of the Contractor in connection with the transportation, storage, and use of explosives shall conform to all state and local regulations and explosive manufacturers' instructions, with applicable approved permits submitted to the Engineer. Any approval given, however, will not relieve the Contractor of his/her responsibility in blasting operations.
- D. Where blasting is approved, the Contractor shall employ a vibration consultant, approved by the Engineer, to advise on explosive charge weights per delay and to analyze records from seismograph recordings. The seismograph shall be capable of producing a permanent record of the three components of the motion in terms of particle velocity, and in addition shall be capable of internal dynamic calibration.
- E. In each distinct blasting area, where pertinent factors affecting blast vibrations and their effects in the area remain the same, the Contractor shall submit a blasting plan of the initial blasts to

the Engineer. This plan must consist of hole size, depth, spacing, burden, type of explosives, type of delay sequence, maximum amount of explosive on any one delay period, depth of rock, and depth of overburden if any. The maximum explosive charge weights per delay included in the plan shall not be increased without notifying engineering.

- F. The Contractor shall keep a record of each blast fired-its date, time, and location; the amount of explosives used, maximum explosive charge weight per delay period, and, where necessary, seismograph records identified by instrument number and location.
- G. These records shall be made available to the Engineer on a daily basis or in tabulated form at other times as required.
- H. The basis of payment for any rock excavation shall be priced per cubic yard at an agreed upon unit cost. All rock excavation shall be approved by the Engineer prior to excavation.

1.05 INVESTIGATION OF THE SITE AND ORAL AGREEMENTS

- A. The Contractor shall investigate the nature and location of the work, the general and local conditions including but not limited to existing electrical distribution and other utilities, transportation, disposal, handling, and storage of materials, availability of labor, water, electric power, fuel, roads and uncertainties of weather, ground water table or other physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and subsurface materials to be encountered and the character of equipment and facilities needed prior to and during the prosecution of the work. The Contractor's failure to properly conduct such investigation shall not relieve him/her from the responsibility for performing the work for the Contract Sum.
- B. No oral agreement or conversation with any officer, agent or employee of the Owner or the Engineer, either before or after the execution of this contract, shall effect or modify any of the terms or obligations contained in the Contract Documents.

1.06 LEGAL PLATS AND CONSTRUCTION LAYOUT

- A. The Owner will furnish all legal plats describing the construction area, if required, and the Contractor shall, immediately upon entering the project site for the purpose of beginning work, locate reference points and survey monuments and take such actions as are necessary to prevent their destruction. The Contractor shall verify existing conditions shown on the drawings before constructing any work and shall correct without additional charge to the Owner any defects in the work resulting from his failure to perform this verification.
- B. The Contractor shall at his/her own expense lay out the work which shall include responsibility for all lines, elevations and measurements of buildings, grading, paving, utilities, and other work executed by him/her under the Contract. The Contractor shall verify existing conditions shown on the drawings before laying out any work and shall correct without additional charge to the Owner any defects in the work resulting from his/her failure to perform this verification. The Owner will furnish horizontal and vertical control sufficient to use as a basis for staking the project. This will consist of one or more benchmarks and one or more base lines.
- C. If, in the course of construction, survey monuments are destroyed, the Contractor shall be held responsible for replacement. If replacement is necessary, the Contractor shall, prior to final payment, obtain the services of a licensed surveyor who shall reestablish all such monuments with reference at no cost to the Owner.
- D. The Contractor shall indemnify and hold harmless the Owner and Engineer from liability of any kind arising from any use, trespass, or damage occasioned, in whole or in part, by his/her operation on premises of a third person.

1.07 SCHEDULE AND SEQUENCE OF CONSTRUCTION

- A. Within fourteen days after issuance of the Notice to Proceed, the Contractor shall submit to the Engineer a balanced breakdown of the Contract Amount showing the value assigned to each part

of the project. Upon approval of the Contract Amount by the Engineer, the breakdown will be used as the basis for all Requests for Payment.

- B. The Contractor shall also submit to the Engineer at or before the Preconstruction Conference a planned sequence of construction, indicating the order and approximate dates of initiation and completion of each element of the project. The Contractor shall coordinate work to minimize the amount of time the lift station is out of service during the switchover.

1.08 OBSERVATION AND TESTING

- A. All work performed and all material and equipment furnished by the Contractor shall strictly conform to the drawings and specifications. Competent labor, mechanics, and tradesmen shall be used on all work.
- B. The acceptance at any time of the materials by or in behalf of the Owner shall not bar the Owner from future rejection if they are subsequently found to be defective or inferior in quality or uniformity to the material specified.
- C. Whenever the Engineer shall reject any material, such material shall be removed at once from the line of work at the Contractor's expense, and shall not be brought back.
- D. The Engineer shall have the right to observe and witness routine testing of all work and materials covered by the specifications. He/she shall have the right to review the manner in which special or requested tests are conducted.
- E. The Contractor will obtain a Testing Laboratory and pay for soil investigation and tests including soil proctors and density tests, which meet the specification requirements. The Contractor will also obtain a Testing Laboratory and pay for satisfactory compression and/or flexural tests on concrete specimens made by the Testing Laboratory from materials furnished by the Contractor. Three cylinders shall be tested for compressive strength for each 100 cubic yards of concrete poured. For volumes of concrete under 100 cubic yards, a minimum of three cylinders shall be tested for each pour. Air content, slump and temperature shall be recorded for all concrete samples taken by the contractor. The Contractor shall pay for all of the above tests and any additional testing where the soil densities or the concrete specimens fail to comply with specification requirements. The Contractor shall pay for the cost of any re-testing by coring of hardened concrete required because of failure of original tests. No separate payment will be made to the Contractor for such testing as such costs shall be considered subsidiary to work for which payment is made. If, however, in the event that personnel from the Testing Laboratory are not on the job site during the placing of concrete, then it shall be the Contractor's responsibility to obtain and store concrete test specimens, made at the job site, for delivery to the Testing Laboratory. No concrete shall be placed unless said test specimens are made. All other tests required to be performed by the Specifications shall be performed by an approved independent Testing Laboratory and the cost thereof shall be paid by the Contractor unless otherwise specifically stated in the Specifications.
- F. Work rejected by the Engineer shall be replaced with acceptable work at the expense of the Contractor.
- G. Any inspections, tests or approval of waiver of tests shall not in any way relieve the Contractor of full responsibility for furnishing apparatus, equipment and all materials meeting the guaranteed performance and requirements of the Contract.
- H. Payment for observation and testing items listed here shall be incidental to sitework.

1.09 MATERIALS AND EQUIPMENT

- A. All materials and equipment shall be new and unused unless otherwise specified, shall be of good quality, free from faults and defects, and shall meet or exceed the requirements of the specifications.

1.10 CROSS REFERENCES

- A. The cross references listed in several Sections of these Specifications shall be used as a general guide only and shall not determine or limit the extent of the work required by the balance of the Specifications or Drawings.

1.11 SPECIFICATIONS

- A. When work is specified to comply with Iowa Statewide Urban Design and Specifications (SUDAS) or City of Dubuque Supplemental Specifications, the latest edition of all standards shall apply, except that the Contractor will be solely responsible for the means, methods, techniques, sequences, procedures of construction, safety requirements and first aid requirements and any portion of said Standard Specification which infer otherwise shall be disregarded. The Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents.
- B. For discrepancies between SUDAS and City of Dubuque Supplemental Specifications, The City of Dubuque Supplemental Specifications shall govern.

1.12 APPLICABLE CODES AND REGULATIONS

- A. All work shall conform to the requirements of all National, State or local laws, ordinances, building codes or other regulations that are in effect at the place of work.

1.13 SHOP DRAWINGS AND SAMPLES

- A. The following list of submittal items is not intended to be all-inclusive but rather to be a list of major equipment items which require submittals.
 - 1. Natural Play Equipment
 - 2. Pre-fabricated park shelter
 - 3. Benches
 - 4. Picnic table
 - 5. Tables
 - 6. Chairs
 - 7. Trash receptacle
 - 8. Park signs
 - 9. Trees
 - 10. Shrubs
 - 11. Perennials

1.14 PROGRESS AND COMPLETION

- A. The work shall be commenced and completed within the time limits stated in the Bid Announcement.
- B. The Contract Time may be extended by the Owner in an amount equal to the time lost due to delays beyond the control of the Contractor if he/she makes a claim therefore in accordance with the General Conditions. Such delays shall include delays caused by fire, flood, labor strikes, epidemics, abnormal weather conditions, or Acts of God. A weather condition which is not more extreme than has occurred at the closest official weather recording stations in the most recent five-year period will not be considered an abnormal weather condition. The term "Act of God" as used herein above shall be defined as an inevitable accident, such as an extraordinary interruption of the usual course of events that no experience, foresight or care which might reasonably have been expected could have foreseen or guarded against it, as lightning or tornadoes.

1.15 SUNDAYS, HOLIDAYS AND OVERTIME

- A. Any work necessary to be performed after regular working hours, on Sundays, or legal holidays, shall be performed without additional expense to the Owner. Additionally, the Contractor shall reimburse the Owner for additional Engineering expenses incurred during such period of Sunday, legal holiday or after regular working hours when work is being performed.

1.16 WORK IN COLD WEATHER

- A. During cold weather construction operations, the Contractor shall protect all work, heat materials and provide sufficient temporary heat for drying, curing and conditioning of materials.

1.17 SALES TAX, PERMITS, LICENSES AND MISCELLANEOUS FEES

- A. Refer to Notice To Bidders section for state sales tax Information.
- B. The Contractor shall be responsible for obtaining all the necessary permits and licenses required by law. Any utility connection charges or other miscellaneous fees shall be paid by the Contractor.

1.18 ENVIRONMENTAL PROTECTION

- A. The Contractor is required to rigorously control the work so that the environment including air, water, and land is not environmentally damaged by dust, runoff, erosion, and/or noise during the course of construction. When spoil from earthwork is stored as part of the Contract work, it will be protected by barriers or dikes to prevent erosion of spoil material and runoff of solids to any stream or other body of water. To ensure adequate erosion and sedimentation control, the Contractor shall be familiar with the following manuals:
- B. EPA-B27-2015 "Guidelines for Erosion and Sedimentation Control Planning and Implementation", (August, 1972)
- C. EPA 430/9-73-007 "Processes, Procedures and Methods to Control Pollution Resulting from all Construction Activity", (October, 1973).
- D. In accepting the Contract, the Contractor accepts full liability for any lawsuits brought by any person, corporation or agency as a result of environmental damage caused by the construction work.
- E. Erosion and sediment control shall be constructed prior to the start of grading operations, and shall remain functioning until turf is re-established. Payment for erosion and sediment control shall include compensation for their maintenance and removal. This shall also include removal of all silted materials and turf establishment at erosion control locations.
- F. Any displacement of erosion control by surface drainage shall be considered defective work. Clean up and disposal of all materials, which are carried downstream, shall be included along with other required repair work.
- G. See the drawings for additional requirements for the Storm Water Pollution Prevention Plan.

1.19 HISTORICAL/ARCHAEOLOGICAL

- A. If, during the course of construction, evidence of deposits of historical or archaeological interest is found, the Contractor shall cease all operations affecting the find and shall notify the Owner who shall notify the Iowa Department of Natural Resources and the State Historic Preservation Officer, Iowa State Historical Society. No further disturbance of the deposits shall ensue until the Contractor has been notified by the Owner that he may proceed. The Owner will issue a Notice to Proceed only after the appropriate State official has surveyed the find and made a determination of value and effect and submitted such determination to Iowa Department of Natural Resources and the Owner. Compensation to the Contractor if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

1.20 ENGINEER-ARCHITECT REFERENCES

- A. References to Engineer, Architect-Engineer or Architect in these contract documents are to be considered as synonymous.

1.21 RECORD DRAWINGS

- A. The Contractor shall maintain at the construction site one complete set of drawings suitably marked to show all deviations from the original set of drawings and other information as specified. Supplementary sketches shall be included, if necessary, to clearly indicate all work as constructed.
- B. All work shall be clearly shown and the record drawings shall be satisfactory to the Owner in order to insure that adequate information is indicated to show the actual construction. One complete set of the record drawings shall be furnished to the Engineer prior to submittal of the final Application for Payment. Failure of the Contractor to maintain an up-to-date set of record drawings on the project site shall be reason to withhold payments. All underground lines shall be referenced to surface landmarks so the exact location can be determined from the record drawings.

1.22 ITEMS INCIDENTAL TO THE PROJECT

- A. Items indicated on the plans and not listed separately on the Proposal Form shall be included in the construction as part of the Contractor's responsibility at no additional cost to the Owner.

1.23 PRECEDENCE WITHIN THE SPECIFICATIONS

- A. Should any of the items of these Special Provisions conflict with any other items of the Contract Documents, these Special Provisions shall govern.

1.24 EXISTING UTILITIES

- A. The Contractor shall contact the utility companies having existing facilities in the project area to determine the exact location of their buried facilities. It shall be the Contractor's responsibility to inform, periodically, the affected utility managers of his/her operations.
- B. The Contractor shall protect the identified facilities from damage due to his/her operations. The Contractor shall be responsible for any damage to located and identified facilities.
- C. Utility locations shown on the plan sheets are approximate only. The Contractor shall call Iowa One Call, 800-292-8989 for actual utility locates prior to construction.

1.25 PROTECTION OF WORK AND PROPERTY

- A. The Contractor is responsible for job-site safety and for protection of workers and the public from construction site hazards. The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the Owner's property from injury or loss arising in connection with this contract.
- B. The Contractor shall confine the work to the limits of the easements or right-of-way provided for the construction. The Contractor will be held responsible for any damages sustained to adjoining public or private property as a result of the work and shall restore and replace all such damaged property at his/her expense. Any damage to paved areas or rutting and damage to grass areas shall be restored and replaced at no additional cost to the Owner.
- C. The Contractor shall not encroach into existing floodplains with any structure, paving, or grading.

1.26 REMOVALS AND EXCESS EXCAVATION

- A. All removals, excess earth, pavement debris, and other materials removed for the project construction will become the property of the Contractor. The Contractor shall dispose of and/or

stockpile these items in accordance with applicable laws and regulations or as otherwise directed by the Owner.

1.27 CLEANUP

- A. The term "cleanup" applies to the backfilling and compaction of trenches and related excavation, the removal of excess materials, the cleaning of streets adjacent to construction, the shaping of ditches and grassed areas, the replacement of removed driveways, sidewalks and street paving, and related work necessary to restore the construction area to its original condition and usability.
- B. Unnecessary delay by the Contractor in cleanup may result in the suspension of further construction until such cleanup is completed.

1.28 TEMPORARY STORAGE

- A. Limited temporary storage of materials on city property adjacent to work areas may be permitted when approved by the Engineer, provided such storage does not interfere with the safety of the public or vehicular access to adjacent properties.

1.29 STREET CLOSINGS

- A. The Contractor shall notify the appropriate City officials at least 48 hours prior to closing any streets. Warning signs and barricades shall be provided to adequately alert motorists to the closed streets.

1.30 SIGNS AND BARRICADES

- A. The Contractor shall furnish, erect and maintain all signs, barricades, fencing, etc. to adequately mark and protect the construction area. Flashing lights shall be provided for nighttime marking.

1.31 SAFETY AND HEALTH REQUIREMENTS

- A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs for their employees in connection with the work. Furthermore, the Contractor is responsible to provide a safe work site for employees and/or representatives of the owner.
- B. The Contractor shall comply with all Federal, State and local safety requirements. The Contractor shall have a current safety plan and a designated safety officer. Copies of the plan shall be made available to the Owner at the pre-construction conference.
- C. Safety inspections will be discussed at the preconstruction conference. The Contractor's safety officer will conduct a site safety inspection prior to the beginning of the work, and the Contractor shall file a copy of the report with the Owner. The Owner may require additional safety inspections to be performed as the work progresses.
- D. Manholes are confined spaces. Contractor is responsible for following all applicable confined space entry procedures and requirements.

1.32 PROTECTION OF TREES AND PLANTS

- A. N/A.

1.33 DEWATERING

- A. Dewatering for this project, if required, shall be incidental to the construction. Contractor is responsible for disposal of water and all effects of dewatering, including noise caused by equipment and erosion caused by operations. Owner does not pay for erosion control structures used in dewatering operations.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

====END OF SECTION 01 11 00====

**SECTION 32 91 00
SOIL PREPARATION**

GENERAL**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1-Specification sections, apply to work of this section.

1.02 DESCRIPTION

This section covers preparing the ground surface in accordance with this specification at the locations indicated on the drawings.

- A. Soil Preparation includes, but is not limited to, the following:

Establishing grades on site with native topsoil and compaction.

1. Fine grading and fertilizing.

PART 2 PRODUCTS**2.01 IMPORTED OR NATIVE TOPSOIL**

- A. Topsoil shall be a natural friable soil, possessing characteristics of representative productive soils in the vicinity from which it is obtained.
- B. Topsoil shall be classified according to the USDA soil textural classification. USDA definitions are as follows:
- Sand – 270 mesh (0.05mm) to 18 mesh (1.0mm)
 - Silt – 0.002mm to 0.05mm
 - Clay – < 0.002mm
- C. Topsoil shall be blended and contain the following components by percentage:

Component (USDA)	Criteria
Silt	≤ 40%
Clay	< 20%
Sand	≥ 40%
pH	5 to 7.6
Organic Matter	1 to 3%

- D. The topsoil shall be free from subsoil, clay lumps, stones or similar objects larger than 1/2 inch in greatest diameter, brush, stumps, roots, objectionable weeds or litter, excess acid or alkali, or any other material or substance which may be harmful to plant growth or a hindrance to subsequent smooth grading, planting and maintenance operations. Foreign material shall not exceed 2% by volume or weight.

2.02 PROCESSED SAND

- A. Sand shall be uniform coarse sand screened and washed and complying with Section 4110 of the Iowa DOT Standard Specifications, Gradation No. 1.

2.03 IMPORTED COMPOST

- A. Compost shall be an organic substance produced by the biological and biochemical decomposition of source-separated compostable materials separated at the point of waste generation that may include but are not limited to leaf and yard trimmings, food scraps, food processing residues, manure and/or other agricultural residuals, forest residues and bark and soiled and/or unrecyclable paper and biosolids.
- B. Compost used in the production of compost-amended loam (C.A.L.) shall contain no visible admixture of refuse or other physical contaminants nor any material toxic to plant growth. Compost shall meet the following additional specifications.
 - 1. Minimum organic material shall be 30% (dry weight basis) as determined by loss on ignition.
 - 2. Moisture content shall be less than 60%, and the product shall be loose and friable not dusty.
 - 3. Particle size shall be 100% less than 1.0 inch.
 - 4. Soluble salts shall be less than 5.0 mmhos/cm (dSm).
 - 5. Stability—Stable and mature product.
 - 6. Compost pH shall be between 6.0-8.0.
- C. APPROVED COMPOST SOURCES: Compost provided for this project shall come from an approved source and have documented lab analysis to meet the above specifications.

* Bluestem Solid Waste Agency
6301 Kirkwood Blvd SW, PO Box 2068
Cedar Rapids, IA 52406

*Organic Matters
500 W Main
Robins, IA 52328

*Davenport Compost Facility
2707 Railroad Ave., PO Box 3606
Davenport, IA 52802

FERTILIZERS

- D. Fertilizers shall be uniform in composition, delivered to the site fully labeled in conformance with applicable state fertilizer laws and bear the analysis, trade names, or trademark and warranty of the producer.
- E. Apply fertilizer to all areas to be seeded. Apply only when soil is in a tillable condition (i.e., not excessively wet, dry, or frozen).
- F. Apply fertilizer at the rate specified, taking care to assure an even distribution of material. Work fertilizer into top 1" of soil by disk, spike tooth harrow or other equipment. Re-work as necessary to leave area ready for seeding or sodding operations.

PART 3 EXECUTION**GRADING**

- A. General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated or between such points and existing grades.
- B. Grading for Seeded Lawn Areas: Grade areas to drain away from structures at a 2% minimum slope and to prevent ponding of water. Finish surfaces shall be free from irregular surface changes. The words "finished grades," as used herein, mean the required final grade elevations indicated on the drawings after seeding.
- C. Portions of the site not readily worked by machine shall be worked by hand. Areas adjacent to curbs, walks, signs, existing trees, light poles and other site items shall be hand worked and blended into adjacent grades.
- D. Do not handle or grade soil when wet or frozen.
- E. Refer to Architectural and Civil drawings for construction sequencing information.

3.02 TOPSOIL AND COMPOST PLACEMENT

- A. The Contractor shall install topsoil and establish a finish graded soil surface followed by a 2" compost layer ready to receive sod or seed. The surface shall be free of clods, rocks or construction debris larger than 2". The soil surface shall be free of low spots.
- B. Fine grade bed area to smooth, even surface with loose, uniformly fine texture. Roll, rake, and drag bed areas, remove ridges and fill depressions, as required to meet finish grades. Limit fine grading to areas which can be planted immediately after grading.
- C. Moisten prepared areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting. Do not create a muddy soil condition.
- D. Restore bed areas to specified condition, if eroded or otherwise disturbed, after fine grading and prior to planting.

3.03 FINISH GRADING

- A. The words "finished grades," as used herein, mean the required final grade elevations indicated on the drawings.
- B. Uniformly grade areas within limits of grading under this section. Smooth finish surface to within 1" of finish grade, with a loose uniformly fine texture. Site grading shall be finished in a workmanlike manner true to the intent shown on the plans.
- C. Grading Outside Building Lines: Grade areas adjacent to building lines to drain away from structures and to prevent ponding. Finish surfaces shall be free from irregular surface changes.

3.04 ACCEPTANCE AND REPAIRING

- A. The above operations shall be completed and acceptable to the Landscape Architect prior to seeding or sodding.
- B. The contractor shall be responsible for maintenance or repair of damaged, finished graded areas until seeding or sodding operations begin.

3.05 MAINTENANCE

- A. Protect newly graded areas from traffic and erosion.
- B. Remove waste materials, trash and debris, and legally dispose of it off Owner's property.

3.06 BREAKAGE AND DAMAGE

- A. The Contractor shall be responsible for any breakage, damage, or other injury to the building, underground utilities, or equipment caused directly or indirectly by his operations, and he shall replace any such broken or damaged material, at his own expense.

3.07 CLEANUP

- A. The Contractor shall leave the site in an orderly condition free of all debris. All areas outside the construction limits, which have been disturbed, shall be restored to their original condition.

====END OF SECTION 32 91 00====

**SECTION 32 93 00
PLANT MATERIAL**

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 DESCRIPTION

- A. This section of the specification covers the furnishing of all labor, tools, equipment, and materials for performance of all operations as described below and as shown on the plans.

Work includes but is not limited to: Furnishing and planting of trees, shrubs, and groundcovers, including bed edging, preparation, and mulch in accordance with these specifications at the locations shown on the Drawings.

1.03 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with applicable requirements of Federal, State, and Local laws, regulations and codes having jurisdiction at the project site. Contractor shall be responsible for certificates of inspection of plant material that may be required by Federal and Local authorities to accompany shipments of plants.

B. Reference Standards:

1. "American Standard of Nursery Stock" by the American Association of Nurseryman.
2. American National Standards Institute (ANSI); Publication Z60.1; latest version.

- C. Landscaping contractor must have at least five (5) years experience in this work in the same geographical area (Upper Midwest).

Substitutions of plant material will not be permitted unless authorized in writing by Owner's Representative. If proof is submitted that any plant specified is not obtainable, a proposal will be considered for use of the nearest equivalent size or variety with corresponding adjustment of Contract Price. Such proof shall be substantiated and submitted in writing to the Owner's Representative at least thirty (30) days prior to start of the work under this Section. These provisions shall not relieve Contractor of the responsibility of obtaining specified materials in advance if special growing conditions or other arrangements must be made in order to supply specified materials.

- D. Source - Quality Control: Plants shall be subject to inspection and approval by Owner's Representative at place of growth and upon delivery for conformity to specifications. Such approvals shall not impair the right of inspection and rejection during progress of the Work. Submit written request for inspection of plant material at place of growth and quantity of plants to be inspected. Owner's Representative reserves right to refuse inspection at this time if, in his judgment, a sufficient quantity of plants is not available for inspection.
- E. All plants inspected at the nursery by Owner's Representative shall be tagged with self-locking tags. Trees delivered to the site without these tags or with broken tags shall be sufficient reason for rejection.

- F. Where formal arrangements or consecutive order of trees or shrubs are shown, select stock for uniform height and spread, and label with number to assure symmetry in planting.

1.04 PROJECT CONDITIONS

- A. Verify finished grades of areas to be planted with those shown on the drawings. Ensure proper seedbed preparation and topsoil requirements have been satisfied. Avoid conditions detrimental to plant growth such as rubble fill, adverse drainage conditions, or obstructions. Notify Owner's Representative of any such discrepancies or potential problems prior to proceeding with installation of plant material.
- B. Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, if required. The Contractor shall be responsible for the repair of any damage occurring as a result of construction activities.
- C. Install plant material after final grades are established and prior to planting of lawns, unless otherwise directed by the Landscape Architect. If plant installation is to occur after lawn work, protect lawn areas and promptly repair damage to lawns resulting from planting operations.
- D. Maintain grade stakes, forms, etc. set by others until removal is mutually agreed upon by all parties concerned.

1.05 PACKAGING, DELIVERY, STORAGE AND HANDLING

- A. Plants shall be properly marked for identification and for checking. Each block of plants and at least 25% of each variety of separate plants in any one shipment shall have legible labels securely attached upon delivery to the site. Mark the North side of each tree in the nursery.
- B. Each shipment shall be certified by state and federal authorities to be free from disease and infestation. Any inspection certificates required by law to this effect shall accompany each shipment, invoice, order, or stock. On arrival, the certificate shall be filed with the Contracting Officer.
- C. Product Handling: The contractor shall transport plant materials covered with tarpaulin or in enclosed vehicle.
- D. Dug material should be maintained and watered as required at the nursery to guarantee their vitality and health until shipping.
- E. Protect all trunks, stems, branches, and root balls during tree tying, wrapping and loading operations from damage.
- F. Load balls or containers onto transport vehicle and secure in a manner that protects the structural integrity of the root balls.
- G. The contractor shall be solely responsible for the safe transportation of plants to the site and their condition upon arrival. Trees damaged, dehydrated or abused during transit or storage will be rejected.
- H. Plant materials shall not be stored on concrete or asphalt or left exposed to the sun.
- I. Roots and balls of plants shall be adequately protected at all times from the sun and drying winds. In normal and winter plantings, balled and burlapped plants that cannot be planted within 24 hours of delivery shall be heeled in a bed of bark mulch, or other approved material.

- J. The Owner or Owner's Representative may inspect any phase of this operation and may reject any plant material improperly handled during any phase of this operation. Nothing in this Section shall be interpreted as relieving the contractor of the responsibility of providing healthy, viable plants, nor shall it have any effect upon the terms of the warranty specified herein.

1.06 PROTECTION OF EXISTING PLANTS TO REMAIN

- A. Do not store materials or equipment, permit burning, or operate or park equipment under branches of any existing plant material to remain except as actually required for construction in those areas.
- B. Provide barricades, fences or other barriers as necessary at the drip line to protect existing plants to remain from damage during construction.
- C. Notify Owner's Representative in any case where the Contractor feels grading or other construction called for by Contract Documents may damage existing plants to remain.
- D. If any existing tree designated to be saved is damaged by mechanical or other means or is removed without written authorization from the Architect, the contractor shall pay as fixed and agreed liquidated damages 125 percent of the value of that plant as established in the latest edition of the "Guide for Establishing Values of Trees and Other Plants," as prepared by the Council of Tree and Landscape Appraisers under the auspices of the International Society of Arboriculture. The before-mentioned liquidated damages shall be extended to include the fee of a member of the American Society of Consulting Arborists selected by the Landscape Architect to assess the extent of damages. This evaluation shall be accepted by all parties as sole determination. In addition to liquidated damages, the contractor shall bear the cost of removal of damaged tree(s) as directed by the Landscape Architect.

1.07 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Plant and Material Certifications:
 - 1. Certificates of inspection as required by governmental authorities.
 - 2. Manufacturers or vendor's certified analysis for soil amendments and fertilizer materials.
 - 3. Label data substantiating that plants, trees, shrubs and planting materials comply with specified requirement.
 - 4. Photographs and sources of specimen plant material (trees to be planted).
- C. Planting Schedule: Submit schedule indicating dates for each type of landscape work to be performed during normal seasons for such work in area of site. Correlate with specified maintenance periods to provide maintenance from date of substantial completion. Once accepted, revise dates only as approved in writing, after documentation of reasons for delays.
- D. Maintenance Instructions: Typewritten instructions recommending procedures to be established by Owner for maintenance of landscape work for one full year. Submit prior to expiration of required maintenance period(s). The contractor is to request and review the owner's existing maintenance program and notify the owner if current procedures will cause any unknown problems regarding the one-year warranty period for the plant material.

1. Watering (and not over-watering)
2. Fertilization
3. Maintaining mulch
4. Controlling weeds
5. Wrapping and unwrapping the tree
6. Trunk inspection for borers
7. Leaf inspection for aphids
8. Trimming recommendations of perennials and shrubs including time of year

PART 2 MATERIALS

2.01 PLANT MATERIALS

A. The following quality requirements apply to commercially grown plant material:

1. Plants shall be typical of their species and variety; have normal growth habits, well developed branches, densely foliated, vigorous, fibrous root systems.
2. Plants shall be free from defects and injuries. A Certificate of Inspection by the State Entomologist's Office of the State Department of Agriculture shall accompany each shipment or delivery of plant stock. All shipments of plant stock shall comply with existing State and Federal laws and regulations governing plant disease and infection and interstate movement of nursery stock.
3. Quality and size of plants, spread of roots, and size of balls shall be in accordance with ANSI-Z60.1, "American Standard for Nursery Stock" as published by the American Association of Nurserymen.
4. Label at least one tree and one shrub of each variety with a securely attached waterproof tag bearing a legible botanical and common name designation.
5. Where formal arrangements or consecutive order of trees or shrubs are shown on the Drawings, select stock for uniform height, branching height, and spread, and label with numbers which assure symmetry in planting.
6. Plants shall not be pruned before planting.
7. Plants shall be freshly dug and nursery grown. Collected stock shall be rejected. Nursery grown plants larger than 1-1/2" caliper shall have been transplanted or root pruned at least once in past three years.
8. All trees must have straight trunks with single leader intact. Bark shall be free of abrasion, all cuts over 1-1/4" shall have callused over.
9. Trees shall not be accepted which have had their leaders cut (or which have leaders damaged so that cutting is necessary).
10. Trees shall be true to name. Upon request, Contractor shall furnish the Owner's Representative a list indicating the source of each of the different plants to be supplied.

11. All plants shall be balled and burlapped or container grown unless otherwise indicated on the Plant Schedule.

2.02 FERTILIZER FOR PLANT MATERIALS

- A. Fertilize trees to be planted with a fertilizer tablet having a slow release nitrogen, phosphorus and potash (20-10-5) plus sulfur and iron formulation. Tablets manufactured by Agriform or equal.
- B. The Owner's Representative may approve other "dry" fertilizing methods.

2.03 MULCH

- A. Wood Mulch (for tree rings and plant beds): Shall be brown mulch by Addoco, Inc. (563-557-1555) Or approved equal. Material shall have been stockpiled a sufficient length of time to prevent burning and nitrogen depletion caused by decomposition.

TREE WRAP & GUARDS

- B. Tree wrapping shall be first quality, four inch wide bituminous impregnated tape, corrugated or crepe paper, specifically manufactured for tree wrapping and having qualities to resist insect infestation. Jute twine not less than two-ply.
- C. Tree deer protection metal fencing shall be 12.5 gauge welded wire and extend 2'-0" beyond farthest extending branch and be held down by a minimum of (2) two t-posts. The interior of the tree deer protection metal fencing shall be brown mulch.

ANTIDESICCANT

Antidesiccant shall be an emulsion that will provide a film over plant surfaces permeable enough to permit transpiration, and will not damage the plant, such as "Wilt Pruf" or approved equal. Three applications on all evergreens are required.

PART 3 EXECUTION

3.01 GENERAL

- A. Planting Seasons: Actual planting shall be performed only when weather and soil conditions are suitable and in accordance with locally accepted practice and as approved by the Contracting Officer. Contractor must contact city staff prior to planting as city staff would like to supervise all tree plantings.
 - 1. Fall: September 1 until frozen soil conditions prevent work.
 - 2. Spring: Unfrozen soil condition through June 1.
- B. Layout: The Landscape Contractor shall stake out the locations of all plants before digging holes, and request approval from the Owner's Representative prior to digging.
- C. If underground construction, obstructions, or large rocks are encountered in excavation of planting areas, other locations for the planting may be selected by the Owner's Representative.

3.02 EXCAVATION FOR TREES AND SHRUBS

- A. Excavation for planting shall include removal and stacking of soil excavated for trenches, tree holes, plant pits and planting beds.
- B. Excavate pits, beds, and trenches with vertical sides and with bottom of excavation slightly raised at center to provide proper drainage. Loosen hard subsoil in bottom of excavation.
 - 1. For balled and burlapped (B&B trees and shrubs), make excavations at least twice as wide as the ball diameter and equal to the ball depth. In poorly drained soils, the excavation shall be three times as wide as the ball diameter.
 - 2. For container grown stock, excavate as specified for balled and burlapped stock, adjusted to size of container width and depth.
- C. Dispose of subsoil removed from planting excavations. Do not mix with planting soil or use as backfill.
- D. Fill excavations for trees and shrubs with water and allow water to percolate out prior to planting.
- E. Prior to installation, rotary till 30 inches around excavated tree pits and shrub trench to aerate existing adjacent soil except under existing tree dripline.
- F. Where existing turf areas are damaged by planting operations, they shall be replaced by equal quality turf by the Contractor at no cost to the Owner.

3.03 SETTING AND BACKFILLING PLANTS

- A. Do not plant in obviously poor drainage. Notify the Owner's Representative in writing of all soils or drainage conditions considered detrimental to growth of plant material. Report conditions and submit a proposal for correcting conditions, if feasible, including change in cost, if any.
- B. Orient plants for best appearance from dominant view.
- C. Set all plants plumb and straight. Set at such a level that after settlement, a normal or natural relationship of the crown of the plant with the ground surface will be established. Locate plant in the center of the pit. In poorly drained soils, plant 4 to 6 inches above previous crown depth.
- D. Soil used for backfilling all plants shall consist of suitable soil excavated from the hole thoroughly mixed with sphagnum peat moss or other suitable organic matter. Notify the Owner's Representative in writing of all soils or drainage conditions considered detrimental to growth of plant material. Report conditions and submit a proposal for correcting conditions, if feasible, including change in cost, if any.
- E. When planting container grown stock, use soil similar to the soil in the container to amend existing soil excavated from the pit.
- F. Backfill each plant about 2/3 of the way. Flood the plant and allow soil to settle. Bring the backfill to grade. Water is available through hose bibs on the building or quick couplers from the irrigation system. Any settlement shall be brought to grade with topsoil.
- G. Balled plants shall be placed in the plant pits on loosened soil. Backfilled soil shall be carefully watered to fill all voids. ALL BURLAP, WIRE BASKET, TIES AND STRINGS SHALL BE CUT AND/OR REMOVED PRIOR TO BACKFILLING.

- H. Container grown plants shall have containers cut open and the plants carefully removed so that the earth around roots of plants remain unbroken. Plants shall then be planted in the same manner as balled plants.
- I. If deciduous trees or shrubs are moved when in full-leaf, spray with anti-desiccant at nursery before moving and spray again 2 weeks after planting.
- J. Dish top of backfill to allow for mulching. Mulch to a minimum one foot beyond tree/shrub pit.
- K. Prune, thin out, and shape trees and shrubs in accordance with standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by Landscape Architect, do not cut tree leaders, and remove only injured or dead branches from flowering trees, if any. Pruning shall be done in such a manner as to not change the natural habit or shape of the plant. All cuts shall be made to the branch collar, not flush and not leaving a stub. On all cuts over 3/4" in diameter and bruises or scars on the bark, the injured cambium shall be traced back to living tissue and removed. Wounds shall be smoothed and shaped so as not to retain water.
- L. Remove and replace excessively pruned or misformed stock resulting from improper pruning.
- M. Wrap tree trunks of 2 inches caliper and larger. Start at ground and cover trunk to height of first branches and securely attach. Inspect tree trunks for injury, improper pruning and insect infestation and take corrective measures before wrapping.

3.04 PREPARATION OF SHRUB AND GROUNDCOVER BEDS

- A. The soil surface shall be cleaned of roots, plants, sods, stones, clay lumps and other extraneous material. Soil shall be cultivated to a depth of not less than 8 inches to incorporate the specified fertilizer and organic matter and break up the compacted soil. Beds shall be mulched with wood chips as specified.

3.05 PLANTING GROUNDCOVER AND PERENNIALS

- A. Mulch shall be brushed away and holes dug large enough to allow for the root ball. Dig holes large enough to allow for spreading of roots and backfill with planting soil. Soil shall be worked around roots to eliminate air pockets, leaving a slight saucer indentation around plant to hold water. Backfill with soil, making sure that roots are planted in soil and not in the mulch. Plants shall be thoroughly watered after planting taking care not to cover crowns of plants with wet soils.
- B. Space groundcover and perennial plants as indicated or scheduled.

APPLICATION OF FERTILIZER

- C. Apply fertilizer during shrub and groundcover bed preparation as specified. Mix thoroughly into the upper 8 inches of soil. Also apply to pit areas prior to tree and shrub installation.

APPLICATION OF PREEMERGENT WEED KILLER

- D. All shrub, groundcover, and perennial beds shall receive pre-emergent weed killer applications prior to planting.
- E. Prior to application of pre-emergent weed killer the area shall be smooth and be free of weed growth, clods and debris larger than 1". Follow rates of application shown on the label as per

Federal law. One full application prior to mulching or two half applications, one on the soil before mulching and the other on top of the mulch after mulching.

APPLICATION OF MULCH

- F. Place mulch after applying preemergent weed killer as required. Place mulch in shrubs and perennial beds to the limits of the beds as shown on the drawings.
- G. Shade and ornamental trees in lawns: apply 3" thick of wood mulch in 5-foot diameter circle around trees. Blend mulch into existing ground elevations.

PRECAUTIONS AND CLEANUP

- H. During course of planting, excess waste materials shall be continuously and promptly removed, lawn areas kept clear and all reasonable precautions taken to avoid damage to existing structures, plants and grass. Existing grass areas which have been injured by the work shall be regraded and sodded at the Contractor's expense. The entire area, when completed, shall be neat and clean to the satisfaction of the Owner's Representative.
- I. During landscape work, keep pavements clean and work area in an orderly condition.
- J. Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.

FINAL ACCEPTANCE

- K. Final acceptance of the work under this section will be given when all planting operations are complete and material and installation conforms to the contract requirements.
- L. When the work under this section is complete, the Contractor shall notify the Owner's Representative and request an inspection for final acceptance. Upon completion of this inspection and correction of any discrepancies discovered, including missing plants and replacement of dead and dying plants as determined by the Owner's Representative, the Guarantee Period shall begin. The work under this section will not be accepted in parts.

GUARANTEE PERIOD AND REPLACEMENTS

- M. Guarantee all plants to leaf-out, not just break bud, the first spring following final acceptance of the contract and shall guarantee the tree for a full year after approval at substantial completion.
 - 1. At the end of the Guarantee Period, the Contractor shall notify the Owner's Representative and request an End-of-Guarantee-Period inspection. Approval of all plants and required replacements shall designate completion of the work under this section. At that time, remove stakes and guy wires.
- N. Replace any plant that dies or partially dies to the point that the main leader has died back or there is a 25 percent or more of the crown dead, as determined by the Owner's Representative.
- O. Replacements shall be plants of the same size and species, planted within a reasonable time following removal of the dead or dying plant, if seasonal conditions permit, or during the next planting season.

P. The Contractor will be liable for any damage to structures, utilities, or surfaces resulting from replacement operations.

Q. Water for replacements will be supplied on site by the Contractor.

MAINTENANCE

R. The Contractor shall maintain all materials beginning immediately after the work is started and continuing until final acceptance. Maintenance will be done by the Owner between the date of final acceptance and end of the guarantee period. However, the Contractor shall visit the site frequently to satisfy himself that satisfactory maintenance is being performed, including watering. Any deficiency shall be noted in writing by the Contractor and brought to the attention of the Owner.

1. Watering: Maintenance shall include a thorough initial watering with hand watering of trees and shrubs thereafter when soil moisture is below optimum level for establishment and growth, and all other watering that is necessary for the proper growth of all plant materials through substantial completion.
2. Resetting Plants, Stakes, Guys, Saucers: Settled plants shall be reset to proper grade and positions, dead material removed, and guys tightened or repaired within a reasonable time. Correct any displaced mulch. Repair or replace accessories as required.
3. Pruning: Pruning will include only work that is necessary to maintain the plants in their normal growth pattern.
4. Replacing Dead and Dying Plants: Plants that are dead or dying shall be replaced within reasonable time, if seasonal conditions permit. Dead Plants shall be removed from the premises within 30 days of their decline.
5. Weed Control: Weeding shall be scheduled as necessary to keep all mulched areas weed and grass free. All mulched areas around trees and shrubs and in beds shall be weed and grass free for final acceptance.
6. Control insects and disease.
7. Remedy damage from use of pesticides and herbicides.

END OF SECTION

ADDENDUM NO. 1

to
Specifications and Contract Documents
for

Rustic Point Park Development
Dubuque, IA

FROM: WHKS & Co.

September 5, 2025

The bidder shall make the following changes, modifications and additions to the pertinent sheets, pages and paragraphs of the specifications and drawings, and shall take the same into consideration in the bid prices:

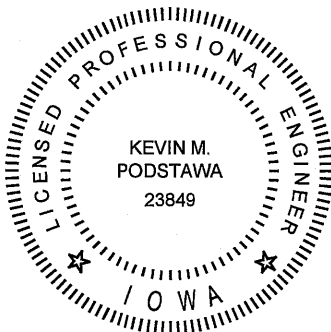
BIDDER QUESTIONS:

1. Question: Will 6' chain link fence around the perimeter be required for this project?

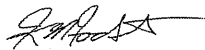
Answer: A 6' tall temporary construction fence shall be installed around the perimeter of the construction area and excavations. Temporary construction fence shall be included under Item 11, Temporary Traffic Control.

CHANGES TO PLANS:

1. Replace Sheet A0.04 with attached Sheet A0.04 R.1.
2. Replace Sheet A0.06 with attached Sheet A0.06 R.1.
3. Replace Sheet C1.02 with attached Sheet C1.02 R.1.



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.



P.E.

Kevin M. Podstawa

9-5-2025

Date

License Number: 23849

My license renewal date is: December 31, 2026

Pages or sheets covered by this seal: All

WHKS JOB NO. 9920.01

GENERAL PROJECT NOTES

1. ALL WORK SHALL CONFORM TO AND BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES.
2. THE CONTRACTOR SHALL VISIT THE SITE AND INSPECT THE PROJECT AREA AND THOROUGHLY FAMILIARIZE THEMSELVES WITH THE ACTUAL JOB CONDITIONS PRIOR TO BIDDING AND THE START OF WORK. FAILURE TO VISIT THE PROJECT SITE SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING THE WORK IN ACCORDANCE TO THE PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, PROPOSAL, AND CONTRACT.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES, OR THAT OF A SUBCONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES, OR THAT OF A SUBCONTRACTOR. IF THERE ARE DAMAGES AT THE CONSTRUCTION ACCESS POINTS OF THIS PROJECT, ANY FACILITIES THAT ARE DAMAGED SHALL BE REPLACED/REPAIRED AND SAID REPAIRS SHALL BE APPROVED BY THE OWNER/ENGINEER.
4. THE CONTRACTOR SHALL PROTECT UTILITY PROPERTY FROM CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL CALL LOWA ONE CALL (#811 OR 1-800-292-6869) TO HAVE THE LOCATION OF EXISTING UTILITIES STAKED. STATE LAW REQUIRES A 48-HOUR NOTICE BE GIVEN TO ALL UTILITIES BEFORE DIGGING. FIELD MARKING OF FACILITIES MAY BE OBTAINED BY CONTACTING ONE CALL. FOR NON-MEMBERS, BY CONTACTING THE UTILITY COMPANY DIRECTLY. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACTOR HAS TAKEN THE FOREGOING INTO CONSIDERATION IN QUOTING HIS BID PRICE. IT IS ADDITIONAL COMPENSATION WILL BE ALLOWED FOR ANY DELAYS OR INCONVENIENCES CAUSED BY THE SAME.
5. THE INFORMATION AND DATA SHOWN OR INDICATED ON THESE IMPROVEMENT PLANS WITH RESPECT TO EXISTING UNDERGROUND UTILITIES AND UTILITIES AT OR CONTIGUOUS TO THE SITE ARE SHOWN IN ACCORDANCE WITH BEST AVAILABLE INFORMATION AND THEIR TRUE LOCATION IS NOT GUARANTEED TO BE AS SHOWN ON THE PLANS. IT IS POSSIBLE THERE MAY BE OTHER UTILITIES. THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THERETO. NO GUARANTEE IS IMPLIED AS TO THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION OR DATA, AND CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR (I) REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA, (II) VERIFYING IF ANY CONFLICTS EXIST BETWEEN THE PROPOSED WORK AND UNDERGROUND FACILITIES AND/OR UTILITIES SHOWN OR INDICATED ON THE IMPROVEMENT PLANS; (III) COORDINATION OF THE WORK WITH THE OWNERS OF SUCH UNDERGROUND FACILITIES AND UTILITIES DURING THE CONSTRUCTION OF THE PROJECT; AND (IV) SHALL SUCH UNDERGROUND FACILITIES AND UTILITIES AND REPAIR OF ANY DAMAGE THERE TO RESULTING FROM THE WORK AT HIGHER EXPENSE.
6. THE CONTRACTOR IS RESPONSIBLE FOR ALL FEES ASSOCIATED WITH ABANDONMENT, REPAIRS, OR RELOCATION OF CITY UTILITIES.
7. ALL AREAS OUTSIDE THE PROJECT AREA SHALL NOT BE DISTURBED.
8. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL NECESSARY TRAFFIC CONTROL AND SAFETY FENCES PRIOR TO AND THROUGHOUT DEMOLITION & CONSTRUCTION AND IT WILL BE INCLUDED IN THE CONTRACT PRICE FOR THE TEMPORARY TRAFFIC CONTROL BID ITEM.
9. THE CONTRACTOR AGREES TO POST SIGNS ON THESE PLANS SHEETS. THE CONTRACTOR ACKNOWLEDGES THAT THE VOLUMES, LENGTHS AND DEARS ARE APPROXIMATE AND ERRORS TO HOLD WHAT'S HARMLESS FROM ANY DAMAGE, LIABILITY OR COSTS THAT SUCH NUMBERS AND DATA COULD CREATE BECAUSE OF ERRORS.
10. CONTRACTOR SHALL PROVIDE A 6' TALL TEMPORARY CONSTRUCTION FENCE AROUND PERIMETER OF CONSTRUCTION AREA AND OPEN EXCAVATIONS. OPEN EXCAVATIONS SHALL BE BACKFILLED AT THE END OF EACH WORK DAY.

EROSION CONTROL AND POLLUTION PREVENTION

9. CONTRACTOR SHALL INSTALL EROSION CONTROL MEASURES PRIOR TO STARTING CONSTRUCTION WORK AT SITE.
10. THE EROSION CONTROL MEASURES FOR THIS PROJECT SHALL BE STAGED AS NECESSARY TO ACCOMMODATE THE CONSTRUCTION PHASING.
11. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL SUCH TIME AS THE ENGINEER DETERMINES THE MEASURE IS NOT NECESSARY.
12. SILT FENCE, FILTER SOCK, AND/OR WATTLE LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR TO PLACE SILT FENCE OR WATTLES AS NEEDED AND IN LOCATIONS DETERMINED IN THE FIELD. IN SOME CASES, SILT FENCE OR WATTLES SHALL BE INSTALLED ALONG THE CONTOUR OF THE SLOPE (I.E. THE ENTIRE LENGTH SHOULD BE AT THE SAME ELEVATION). EACH END OF THE SILT FENCE OR WATTLE SHALL BE TURNED UPHILL TO FOND WATER.
13. THE CONTRACTOR SHALL PROVIDE A STABILIZED CONSTRUCTION ENTRANCE AT ALL LOCATIONS WHERE TRUCKS WILL LEAVE THE PROJECT AREA TO PREVENT TRACKING OF SOILS OFF CITY STREETS.
14. THE CONTRACTOR SHALL PERMANENTLY SEEDED WITH HYDRO-SEEDING DURING THE APPROPRIATE SEEDING PERIODS AS DEFINED BY THE D.O.T. STANDARD SPECIFICATIONS.
15. THE CONTRACTOR SHALL PERFORM STREET SWEEPING OF THE PAVED SURFACES WITHIN THE PROJECT AREA AT THE END OF EACH WEEK, OR AS DIRECTED BY THE ENGINEER.

SITE DEMOLITION

1. SIDEWALK, PAVEMENT, AND CURB & GUTTER REMOVAL SHALL BE SAW CUT AND REMOVED AT NEAREST EXISTING JOINT. FULL DEPTH SAW CUTS SHALL BE PROVIDED AT REMOVAL LIMITS. ANY DAMAGE CAUSED BY CONTRACTOR TO THE ADJOINING PAVEMENT OR SIDEWALK SHALL BE RECONSTRUCTED AT CONTRACTOR'S EXPENSE.
2. THE CONTRACTOR IS RESPONSIBLE FOR DISPOSING OF REMOVED SITE MATERIALS. DEMOLITION MATERIALS THAT ARE NOT TO BE SALVAGED SHALL BE CONTAINED WITHIN THE PROJECT LIMITS UNTIL THEY ARE REMOVED FROM THE SITE AND DISPOSED OF BY CONTRACTOR.
3. REMOVE ONLY THE EXISTING TREES AND LANDSCAPE AREAS THAT ARE DESIGNATED FOR REMOVAL. THE TREES ARE NOTED WITH AN "X" ON THE REMOVAL PLAN. REMOVAL OF TREES INCLUDES THE EXCAVATION AND REMOVAL OF THE ROOT BALL.
4. THE CONTRACTOR SHALL RELOCATE OR REMOVE AND REPLACE ALL SIGNS THAT INTERFERE WITH THE CONSTRUCTION OPERATIONS AND IS TO TEMPORARILY RESET ALL SUCH SIGNS DURING ALL STAGES OF CONSTRUCTION AS DIRECTED BY THE ENGINEER. THE ENGINEER WILL BE NOTIFIED OF ANY DAMAGE TO SIGNS AND SHALL BE RESPONSIBLE FOR REPAIRS TO ANY DAMAGED SIGNS.
5. WHERE PERMANENT SURVEY MARKERS ARE ENCOUNTERED, THE ENGINEER SHALL BE NOTIFIED BEFORE SUCH MONUMENTS ARE DISTURBED. THE CONTRACTOR SHALL PROTECT AND PRESERVE ALL PROPERTY, MARKERS AND MONUMENTS UNTIL THE OWNER AND AN AUTHORIZED SURVEYOR HAS WITNESSED OR OTHERWISE REFERENCED THE LOCATION.

SITE IMPROVEMENTS

1. ALL PROPOSED DIMENSIONS ARE REFERENCED PARALLEL OR PERPENDICULAR TO THE PROPOSED FEATURES SHOWN. IN ADDITION TO FIELD SURVEYS AND AERIAL SURVEYS, PLAN DIMENSIONS AND DETAILS RELATIVE TO EXISTING FACILITIES ARE SUBJECT TO CONSTRUCTION VARIATIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY SUCH DIMENSIONS AND DETAILS IN THE FIELD. SUCH VARIATIONS SHALL BE NOTED AND REPORTED TO THE ARCHITECT IMMEDIATELY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MEASUREMENTS AND SHALL BE PAID FOR THE QUANTITY ACTUALLY FURNISHED AT THE AGREED UNIT PRICE BID FOR THE WORK.
2. DO NOT SCALE FOR DIMENSIONS NOT SHOWN ON DRAWINGS. SEND WRITTEN REQUEST FOR INFORMATION TO THE ARCHITECT OR ENGINEER FOR DIMENSIONS NOT PROVIDED.
3. ALL CONCRETE USED FOR SITE WORK SHALL BE CLASS "C" AS PER IDOT SPECIFICATIONS.
4. ALL CURBS AND RETAINING WALLS AND ALL SIDEWALKS/BIKEWAYS & DRIVEWAYS SHALL BE SEAMANT BETWEEN ALL STRUCTURES (BUILDING WALLS, CURBS, AND RETAINING WALLS) AND ALL SIDEWALKS/BIKEWAYS & DRIVEWAYS.

SITE GRADING

1. DETAIL SHEETS.
2. APPROXIMATE BASE BID RAW CUT VOLUME IS 509 CUBIC YARDS AND BASE BID RAW FILL VOLUME IS 834 CUBIC YARDS. RAW CUT/FILL VOLUMES ARE CALCULATED FROM THE TOP OF EXISTING GRADE TO THE TOP OF FINISHED GRADE IN UNPAVED AREAS AND FROM TOP OF EXISTING GRADE TO BOTTOM OF SUBBASE IN PAVEMENT/SIDEWALK AREAS. RAW VOLUMES DO NOT INCLUDE ADDITIONAL EXCAVATIONS FOR ITEMS SUCH AS FOOTINGS, FLOOR SLAB EXCAVATION DUE TO UNSUITABLE MATERIALS, EXCAVATION OF THESE ITEMS, EXCAVATION BENEATH SIDEWALK REMOVAL, TOPSOIL, ETC.). ALL EXCESS MATERIALS SHALL BE HAULED OFF-SITE AT THE CONTRACTOR'S EXPENSE, UNLESS OTHERWISE NOTED OR APPROVED BY THE OWNER.
3. ALL ORGANIC AND LOOSE MATERIALS (MINIMUM OF 4") SHALL BE REMOVED BEFORE ANY FILL OR GRANULAR SUBBASE IS PLACED ON THE SITE. EXISTING TOPSOIL DEPTHS ARE ASSUMED TO BE 4". STRIPPING DEPTHS MAY VARY DUE TO LOCALIZED VARIATIONS IN VEGETATION. PROVIDE A MINIMUM OF 8.0 INCHES OF TOPSOIL IN ALL UNPAVED DISTURBED AREAS. CONTRACTOR SHALL INSTALL TOPSOIL TO INSTALL A TOTAL DEPTH OF 8".
5. GRADING SHALL BE DONE BY HAND AROUND LIGHT POLES, UTILITY POLES, SIGN POSTS, SHRUBS, TREES OR OTHER NATURAL OR MAN-MADE OBJECTS WHERE SHALLOW RIPS OR CUTS ARE ADJUNCTIVE TO THE ITEMS. IT IS THE INTENT THAT THE LIMITS OF CONSTRUCTION BE SUCH AS TO PRESERVE AN OBJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE WORK ORDERED BY THE ENGINEER. THIS WORK WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE CONSIDERED INCLUDED IN THE CONTRACT UNIT PRICE PER CUBIC YARD FOR CLASS 10 EXCAVATION, AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED, INCLUDING IN THE EVENT OF A CHANGE ORDER.

SITE UTILITY

1. THE RIMS OF EXISTING STRUCTURES WITHIN THE GRADING LIMITS SHALL BE ADJUSTED TO FINISHED GRADE. THIS INCLUDES, BUT IS NOT LIMITED TO, MANHOLES, INTAKES, CLEANOUTS, VALVE BOXES, CURB STOP BOXES, AND UNDERGROUND UTILITY VAULTS.

STAKING AND CONSTRUCTION LAYOUT

1. CONSTRUCTION STAKING FOR THIS PROJECT WILL BE PROVIDED BY WHKS.
 2. A DIGITAL SURFACE MODEL IN THE FORM OF A CAD DRAWING (DWG) OR XML FILE WILL BE PROVIDED UPON REQUEST.
 3. STAKING NOTES:
- THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 46-HOUR NOTICE TO THE ENGINEER FOR NEW STAKING. CONTRACTOR SHALL ENDEAVOR TO SCHEDULE WORK AND COORDINATE STAKING NEEDS TO PROVIDE A MINIMUM OF 4 HOURS FOR EACH STAKING MOBILIZATION. STAKING WILL NOT BE PERFORMED ON HOLIDAYS OR WEEKENDS. DAMAGED OR DISTURBED STAKES SHALL BE RESET BY THE ENGINEER AT THE CONTRACTOR'S EXPENSE.

THE ENGINEER SHALL PROVIDE CONTROL STAKES FOR CONTRACTOR USE. THE LOCATION, NUMBER, AND OFFSETS FOR STAKES SHALL BE COORDINATED WITH THE CONTRACTOR. SURVEY SITE CONTROL IS INDICATED ON THE DRAWINGS. CONTRACTORS USING GPS SHALL COORDINATE INITIAL SITE CALIBRATION WITH ENGINEER. IF EXISTING CONTROL IS COMPROMISED OR ADDITIONAL CONTROL IS REQUIRED, IT SHALL BE PROVIDED BY AND AT THE DISCRETION OF THE ENGINEER.

THE ENGINEER WILL PROVIDE CONSTRUCTION STAKING FOR GRADING, PAVING AND MUNICIPAL UTILITIES (STORM, SANITARY, WATER). OFFSET STAKES FOR UTILITIES WILL BE PROVIDED AS FOLLOWS: 1) 10 FEET FOR ALL UTILITIES EXCEPT SANITARY AND WATER. 2) 15 FEET FOR SANITARY AND WATER. 3) 20 FEET FOR ALL OTHER UTILITIES. THE ENGINEER WILL PROVIDE CURB AND GUTTER STAKES FOR GRADING AND PAVING. THE ENGINEER WILL PROVIDE STAKES FOR THE PAVING AT TOP OF CURB OR TOP OF PAVEMENT GRADE AT INTERVALS OF 50 FEET ON 10% OR GREATER SLOPE, AND AT EACH SIDE OF THE PAVING AT TOP OF CURB OR TOP OF PAVEMENT GRADE AT INTERVALS OF 50 FEET ON 1% TO 10% SLOPE. THE ENGINEER WILL PROVIDE VERTICAL CURVES FOR ROADWAY PAVING, HIGH AND/OR LOW POINTS, END OF RADI, AND RADIUS POINTS WILL BE PROVIDED AS DEEMED NECESSARY BY THE ENGINEER. TWO OFFSET STAKES WILL BE PROVIDED AT THE BOTTOM OF EACH ADA CURB RAMP (LOCATION, WIDTH, ELEVATION) AT THE BACK OF CURB.

THE ENGINEER WILL NOT PROVIDE CONSTRUCTION STAKING FOR INDIVIDUAL PILES, EROSION CONTROL MEASURES (SILT FENCE, DITCH CHECKS, ETC.), TRAFFIC CONTROLS, PAVEMENT MARKINGS, LANDSCAPING, SEEDING AREAS, REMOVAL LIMITS AND QUANTITIES.

WHKS

INSURANCE PROVISIONS**SECTION 00700****City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors, Subcontractors or Sub Subcontractors****Insurance Schedule F****Class A:**

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

Class B:

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

Class C:

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

INSTRUCTIONS FOR INSURANCE SUBMITTAL:

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Finance Director. The certificate must clearly indicate the project number, project name, or project description for which it is being provided
For Example:
Project # _____ or
Project name: _____ or
Project Location at _____ or
construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate required shall be furnished to the Parks and Recreation Department of the City of Dubuque.
4. Failure to provide the coverage described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.
6. All required endorsements to various policies shall be attached to the certificate of insurance.
7. Whenever an ISO form is referenced the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limit of liability are higher than the required minimum limit then the contractor's limit shall be this agreement's required limit.

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG0001 or business owners form BP0002. All deviations from the standard ISO commercial general liability form CG 0001, or business owners form BP 0002, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include endorsement to preserve Governmental Immunity. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers.
Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 2037 during the term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A Statutory—State of Iowa

Coverage B Employers Liability

Each Accident	\$100,000
Each Employee-Disease	\$100,000
Policy Limit-Disease	\$500,000

- Policy shall include Waiver of Right to Recover from Others endorsement.
- Coverage B limits shall be greater if required by the umbrella/excess insurer.
- Nonelection of Workers' Compensation or Employers' Liability Coverage under Iowa Code sec. 87.22

___ yes ___ form attached

SECTION 00700

Page 4 of 6

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

D) UMBRELLA/EXCESS LIABILITY

Umbrella liability coverage must be at least following form with the underlying policies included herein.

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

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

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

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

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

E) ENVIRONMENTAL IMPAIRMENT LIABILITY OR POLLUTION LIABILITYCoverage required: _____ yes ☒ no

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

Each Occurrence \$2,000,000

Policy Aggregate \$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2010. (Ongoing operations) as stated in A(6) above or its equivalent.
- 3) Include Preservation of Governmental Immunity Endorsement
- 4) Provide evidence of coverage for 5 years after completion of project.

F) RAILROAD PROTECTIVE LIABILITYCoverage required: _____ yes ☒ no

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

Railroad Protective Liability:

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

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

OR

An endorsement to the Commercial General Liability policy equal to ISO CG 2417 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the Certificate of Insurance.

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

==== END OF SECTION 00700 ====



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Great Plains, LLC PO Box 759 501 Bell Street, Suite 401 Dubuque IA 52004-0759	CONTACT NAME: Jena Wilwert PHONE (A/C, No, Ext): 563-556-0272 FAX (A/C, No): 563-585-2790 E-MAIL ADDRESS: jena.wilwert@assuredpartners.com
INSURED Eastern Iowa Excavating & Concrete LLC Cascade Storage Facility LLC 121 Nixon St SE, PO Box 189 Cascade IA 52033-0189	INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance Company of America INSURER B: SummitPoint Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

License#: 1001000272
EASTIOW-04

NAIC #

12572

15136

COVERAGES

CERTIFICATE NUMBER: 21277016

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER	Y	Y	S 2499092	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/ AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			S 2499092	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			S 2499092	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	WCS3018073	4/1/2025	4/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Rustic Point Park Development.

City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are listed as an additional insured on the general liability. Coverage is on a primary and non-contributory basis, as provided by CG7300 including Completed and Ongoing Operations coverage is provided by endorsement G7988. Governmental Immunities per endorsement CG7980. Waiver of Subrogation is included on the general liability and workers compensation as provided by CG7300 and WC000313. Policies include 30-Day Notice of Cancellation with 10-Day Notice for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**City of Dubuque - Parks & Rec Dept
50 W 13th St
Dubuque IA 52001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 06 22

SUMMARY OF COVERAGES (including Index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION

PAGE FOUND

20000FS 249092 906

Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors) • Lessors of Leased Equipment • Managers or Lessors of Premises • Mortgagees, Assignees and Receivers • Any Other person or organization other than a joint venture • Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 8
Knowledge of Occurrence, Claim, Suit or Loss	Page 8
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 10
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 9
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 9
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

Copyright, 2021 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

CG 73 00 06 22
Page 1 of 10

INSURED'S COPY

THIS PAGE IS INTENTIONALLY LEFT BLANK.

ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 06 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if (a) **two or more Coverage Parts of this policy**, or (b) **two or more forms or endorsements within the same Coverage Part** apply to a loss, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion e. **Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph (2) of Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following is added to Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

Damage To Premises Rented to You

A. The last paragraph of Paragraph 2. **Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

B. Paragraph 6. under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

(1) "Not-for-profit members";

(2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or

(3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

SALES AND USE TAX EXEMPTION CERTIFICATE

SECTION 00750

The City of Dubuque, as a designated exempt entity awarding construction contracts, will issue special exemption certificates to contractors and subcontractors, allowing them to purchase, or withdraw from inventory, materials for the Contract free from sales tax pursuant to Iowa Code Sections: 422.42 (15) & (16), and 422.47 (5). The special exemption certificate will also allow a manufacturer of building materials to consume materials in the performance of a construction contract without owing tax on the fabricated cost of those materials.

1. These tax exemption certificates and authorization letters are applicable only for the work under the contract. The Contractor and each subcontractor shall comply with said Iowa Code Sales Tax requirements, shall keep records identifying the materials and supplies purchased and verify that they were used on the contract, and shall pay tax on any materials purchased tax-free and not used on the contract.
2. Upon award of Contract the City will register the Contract, Contractor, and each subcontractor with the Iowa Department of Revenue and Finance; and distribute tax exemption certificates and authorization letters to the Contractor and each subcontractor.

**PROJECT INFORMATION REQUIREMENTS FOR
STATE OF IOWA SALES TAX EXEMPTION CERTIFICATES
FOR CONTRACTORS & SUBCONTRACTORS**

Submitting Department: Parks and Recreation Department

Department Contact: Department Contact: Steve Fehsal

Project Number(s): 3043000076

Please complete this form in its entirety and submit along with the executed Contract, Bonds and Certificate of Insurance. Upon receipt, the City Finance Department will work with the Iowa Department of Revenue to issue Sales Tax Exemption Certificates to the approved contractor(s) to allow for the purchase or inventory withdrawal of materials for the specified Project free from State of Iowa Sales Tax.

Sales tax exemption certificates are not provided to material suppliers.

The Contractor and subcontractors can provide copies of the sales tax exemption certificates issued by the City to individual material suppliers.

Project Name:	Rustic Point Park Development
Project Description:	The extent of the work involved is the furnishing of labor and new materials for the construction of Rustic Point Park and includes approximately; 534 CY of excavation; 146 Tons of granular subbase; 35 LF of curb and gutter; 20 SY of 7" PCC pavement; 352 SY of 4" PCC Sidewalk, trees and plants; landscaping; 705 LF of filter socks; 605 CY of topsoil; park signs; and new park equipment.
Start Date (Bid Opening Date):	September 9, 2025
Final Completion Date:	June 15, 2026

1. General Prime Contractor:	
Contact Name:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

2. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

3. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

4. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

SECTION 00750

Page 4 of 6

5.	Subcontractor:	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

6.	Subcontractor:	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

7.	Subcontractor:	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

8.	Subcontractor:	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

9.	Subcontractor:	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

10.	Subcontractor:	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

11.	Subcontractor:	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

12.	Subcontractor:	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

SECTION 00750

Page 6 of 6

13.	Subcontractor:	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

==== END OF SECTION 00750 ====

SITE CONDITION INFORMATION

SECTION 00775

250.1 SUBSURFACE CONDITIONS

In the preparation of the Contract Documents, the Engineer relied upon the following report(s) and drawing(s) of explorations and tests of subsurface conditions at the Site:

- 1) Geotechnical Engineering Report was not prepared

250.2 PHYSICAL CONDITIONS

In the preparation of the Contract Documents, the Engineer relied upon the following drawing(s) of physical conditions in or relating to existing surface and subsurface structures (except underground facilities) which are at or contiguous to the Site:

- 1) Drawings prepared by WHKS & Co.

Title: Plans of Proposed Improvements for Rustic Point Park Development

Date: August 12, 2025

Pages: A0.01 - U0.04

- 2) Sanborn Fire Insurance Map is not provided

250.3 HAZARDOUS ENVIRONMENTAL CONDITIONS

In the preparation of the Contract Documents, the Engineer relied upon the following reports(s) known to the owner of hazardous environmental conditions at the Site:

- 1) Phase I and II Environmental Site Assessment Studies were not prepared.
- 3) Soil and Groundwater Management Plan was not prepared.

==== END OF SECTION 00775 ====

CONSTRUCTION SCHEDULE AND AGREED COSTS OF DELAY

SECTION 00800

800.1 SCHEDULE:**CALENDAR DAY SCHEDULE:**

Work required by the Contract Documents shall commence within ten (10) calendar days after Notice to Proceed has been issued and shall be Substantially Complete by June 1, 2026 and Finally Complete by June 15, 2026

800.2 AGREED COSTS OF DELAY:

Time is of the essence of the Contract. As delay in the diligent prosecution of the work may inconvenience the public, obstruct traffic, interfere with business, and/or increase costs to the City such as engineering, administration, and inspection, it is important that the work be prosecuted vigorously to final completion.

An extension of the contract period may be granted by the City for any of the following reasons:

1. Additional work resulting from a modification of the Contract Documents by approved change order.
2. Delays caused by the City.
3. Other reasons beyond the control of the Contractor, which in the City's opinion, would justify such.

Should the Contractor, or in case of default the Surety, fail to complete the work within the specified Final Completion Dates, a deduction at the daily rate for agreed costs of delay will be made for each and every calendar day or working day, whichever is specified, such that the work remains uncompleted. The Contractor or the Contractor's Surety shall be responsible for all costs incidental to the completion of the work, and shall be required to pay the City the following daily costs:

- A. For each calendar day that any work remains uncompleted beyond the Final Completion date the contractor will be assessed and shall pay, \$1,000.00 per calendar, not as a penalty but as predetermined and Agreed Cost of Delay until Final Completion requirements are met.

Permitting the Contractor to continue and finish the Work, or any part of it, after the expiration of the Substantial and Final Completion dates or Milestone Dates or extension thereof shall in no way operate as a waiver on the part of the City of any of its rights or remedies under the contract, including its right to Agreed Cost of Delay pursuant to this provision. Furthermore, the assessment of Agreed Cost of Delay shall not constitute a waiver of the City's right to collect any additional damages which the City may sustain by failure of the Contractor to carry out the terms of the Contract.

SECTION 00800

Page 2 of 2

The Agreed Cost of Delay rates specified in the Contract Documents is hereby agreed upon as the true and actual damages due the City for loss to the City and to the public due to obstruction of traffic, interference with business, and/or increased costs to the City such as engineering, administration, construction, and inspection after the expiration of the contract times, or extension thereof. Such Agreed Cost of Delay will be separately invoiced to the Contractor, and final payment will be withheld from the Contractor until payment has been made of this invoice for the agreed cost of delay. The Contractor and its surety shall be liable for any agreed cost of delay in excess of the amount due the Contractor.

==== END OF SECTION 00800 ====

SECTION 00900

Page 1 of 1

EROSION CONTROL CERTIFICATION

SECTION 00900

Dated: _____

City: _____
Address: _____

Project: _____
Contract No. _____
Description: _____

I certify under penalty of law that I understand the terms and conditions of the National Pollutant Discharge Elimination System (NPDES) Permit that authorizes the storm water discharges associated with industrial activities from the construction site and as detailed in the Contract Documents. Further, by my signature, I understand that I am becoming a co-permittee, along with the owner(s) and other contractors and subcontractors signing such certifications, to the Iowa Department of Natural Resources NPDES General Permit No. 2 for "Storm Water Discharge Associated with Industrial Activity for Construction Activities" at the project site. As a co-permittee, I understand that I, and my company, are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the storm water pollution prevention plan developed under this NPDES permit and the terms of this NPDES permit.

I agree to indemnify and hold the City harmless from any claims, demands, suits, causes of action, settlements, fines, or judgments and costs of litigation, including, but not limited to, reasonable attorney's fees and costs of investigation and arising from a condition, obligation, or requirement assumed or to be performed by the Contractor for storm water pollution and erosion control.

Fines and other costs incurred against the City for the Contractor's failure to provide the required erosion control practices will be paid by the Contractor.

Contractor: _____

By: _____
(Authorized Signature)

(Title)

==== END OF SECTION 00900 ===

LUMP SUM BID PROPOSAL FORM
SECTION 00401

PROJECT: Rustic Point Park Development
4418 Rustic Point Lane, Dubuque, IA 52002

BID TO: City of Dubuque
City Clerk Office
50 W. 13th Street
Dubuque, Iowa 52001

BID FROM:

Eastern Iowa Excavating & Concrete, LLC (Company)
121 Nixon St SE (Street Address)
Cascade, IA 52033 (City, State, Zip)
(563) 852-5120 (Telephone)

401.1 General

The undersigned Bidder agrees, if the Bid is accepted, to enter into a Contract with the City, in the form included in the Contract Documents, to perform and furnish the Work as specified or indicated in the Contract Documents for the Base Bid Lump Sum Price and within the Bid time indicated in the Contract Documents and in accordance with other terms and conditions of the Contract Documents.

401.2 Recitals

In submitting this Bid, Bidder represents, as more fully set forth in the Public Improvement Contract, that:

- a. This Bid will remain subject to acceptance for forty-five (45) calendar days after the day of Bid opening;
- b. The City has the right to reject this Bid and to waive any informalities in the bidding;
- c. Bidder accepts the provisions to the Instructions to Bidders regarding dispositions of Bid Security;
- d. Bidder will sign and submit the Public Improvement Contract with the Bond and other documents required by the Contract Documents within ten (10) calendar days after the date of City's Notice of Award;

The Bidder hereby certifies that they are the only person or persons interested in this proposal as principals; that an examination has been made of the plans, specifications, contract form, including the special provision contained herein, and the work site, and the Bidder understands that the quantities of work shown herein are approximate only and are subject to increase or decrease; and further understands that all quantities of work, whether increased or decreased, are to be performed at the lump sum price as stipulated herein; the Bidder proposes to furnish

SECTION 00401

Page 2 of 5

all necessary machinery, equipment, tools, labor and other means of construction, and to furnish all materials specified in the manner and time prescribed and to do the work at the prices herein set out.

401.3 Bidder's Acknowledgment

In submitting this Bid this Bidder acknowledges and represents that:

- 1) Bidder has examined copies of all the Contract Documents;
- 2) Bidder has visited the Place of Work and become familiar with the general, local, and site conditions;
- 3) Bidder is familiar with federal, State, and local laws, ordinances and regulations that govern the work specified by the Contract Documents;
- 4) Bidder has correlated the information known to the Bidder, observations obtained from the examination of the site, reports and drawings identified in the Contract Documents and additional investigations, explorations, tests, studies and data within the Contract Documents;
- 5) This Bid is genuine and not made in the interest of or on behalf of an undisclosed person, firm or corporation; Bidder has not directly or indirectly induced or solicited another Bidder to submit a false or sham Bid; Bidder has not solicited or induced a person, firm or corporation to refrain from Bidding; and Bidder has not sought by collusion to obtain for itself an advantage over another Bidder or over City;
- 6) Local and State sales and use taxes are not included in the Bid Amount.
- 7) Bidder has examined and understands that the following reports listed in Section 00775 are part of the Contract Documents have been considered and are included in the Bid Amount.

Report Title Plans of Proposed Improvements for Rustic Point Park Development,

Dated 08/19/2025.

401.4 Base Bid Amount

Bidder will complete the work in accordance with the Contract Documents for the following:

Lump Sum Base Bid Amount \$ 212,130.10 (figures)

Two Hundred Twelve Thousand, One Hundred Thirty and 10/100----- (use words)

Any written exclusions on the Bid Form may render the Bid as nonresponsive and may result in a rejection of the Bid by the City.

401.5 Alternate Bids

Alternate Bids are not anticipated for this project.

401.6 Unit Prices

For changing specified quantities of work during the execution of the Project, from those indicated by the Contract Documents, upon written Change Order issued by the City, the unit prices indicated below shall prevail. The unit prices include all labor, overhead and profit, materials, equipment, appliances, bailing, shoring, shoring removal, etc. to complete the Work. Only a single unit price shall be given and it will apply to either more or less work than that shown in the Contract Documents or included in the Base Bid. In the event of more or less units are required to complete the work as so indicated or included in the Base Bid, a change order will be issued for the increased or decreased amount of units. Unit prices may be applied at the City's option in the event that additions to or deductions from the work required by the Contract Documents are ordered by the City.

The Unit Prices below will not be used by the City for determining the low bid amount.

- a. Unit Cost per SF For Limestone Steps

ADD or DEDUCT: \$ 112.00 per SF

- b. Unit Cost per EA For Boulders

ADD or DEDUCT: \$ 55.00 per EA

- c. Unit Cost per EA for Microforest Plantings (1" cal. 5-10 gal. potted trees or 5 gal. shrubs).

ADD or DEDUCT: \$ 154.00 per EA

401.7 Timeliness

Bidder agrees that the work shall be Substantially Complete and made ready for final payment in accordance with Contract Documents no later than the date(s) indicated in Section 00800 – Construction Schedule and Agreed Cost of Delay.

401.8 Additional Documents To Be Submitted With Bid

The following additional documents are included and made a condition of this Bid:

- A. Bid Bond Section (00450)—or other approved Bid Security.

Accompanying this Bid in a separate sealed envelope is a Bid Bond, cashier's check, or certified check in the penal sum of ten percent (10%) of the submitted Bid. It is understood that the Bid security will be retained in the event a contract is not executed by the Contractor if award is made to the undersigned. If a Bid Bond is submitted it must be executed by the Bidder and acceptable corporate surety. If a Cashier's check or

SECTION 00401

Page 4 of 5

certified check is submitted it must be made payable to the City Treasurer, City of Dubuque, drawn on a bank in Iowa or a bank chartered under the laws of the United States.

B. Bidder Status Form (Section 00460)

401.9 Document Submittal Requirements by Apparent Low Bidder

The apparent low bidder must submit the Contractor Background Information Form (Section 00471) to the Jurisdiction Representative within 72 hours after the bid opening. Failure to submit the Contractor Background Information Form by the required deadline may be considered justification for the City to determine the Bidder as not responsible.

401.10 Contract Execution

The Bidder further agrees to execute a formal contract and Bond, within ten (10) calendar days after the date of the City's Notice of Award. The Bidder also agrees it will commence work on or before (10) calendar days after the date of City's Notice to Proceed, and it will complete the work within the specified contract period or pay the Agreed Cost of Delay stipulated in the Contract Documents.

401.11 Questions and Interpretations

Failure by the Bidder to request clarification of the Contract Documents during the bidding process does not waive the responsibility for comprehension of the documents and performance of the work in accordance with the Contract Documents. Signing of the Bid Proposal Form constitutes the Contractor's certification as implicitly denoting thorough comprehension of intent of the Contract Documents.

401.12 Addenda

The Bidder acknowledges receipt of the following addenda:

_____ Addendum No. 1	Dated: <u>9/5/2025</u>
_____	Dated: _____
_____	Dated: _____
_____	Dated: _____

401.13 Signatures

Contractor:

Eastern Iowa Excavating & Concrete, LLC Dated: 9/9/2025
Contractor Name

121 Nixon St SE
Street (Business Location)

Cascade

City

Iowa 52033

State Zip

 Dated: 9/9/2025
Signature

Owner
Title

The Bidder's State of Iowa does () / does not (X) utilize a percentage preference
for in-state Bidders. The amount of preference is _____ percent.

==== END OF SECTION 00401 ====

SECTION 00460

Page 1 of 2

Bidder Status Form**SECTION 00460****To be completed by all Bidders****Part A**

Please answer "Yes" or "No" for each of the following:

- ☒ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☒ Yes ☐ No My company has an office to transact business in Iowa.
- ☒ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☒ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for Bids on this project.
- ☒ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident Bidder in Iowa.
- If you answered "Yes" for each question above, your company qualifies as a resident Bidder. Please complete Parts B and D of this form.
- If you answered "No" to one or more questions above, your company is a non-resident Bidder. Please complete Parts C and D of this form.

To be completed by all resident Bidders**Part B**

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 11/25/2008 to Present Address: 121 Nixon St SE
(mm/dd/yyyy) City, State, Zip: Cascade, IA 52033

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by all non- resident Bidders**Part C**

Name of your home state or foreign country reported to the Iowa Secretary of State.

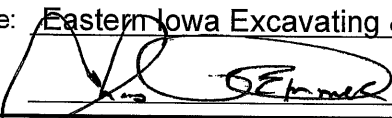
Does your company's home state or foreign country offer preferences to Bidders who are residents? ☐ Yes ☐ No

If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all Bidders**Part D**

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my Bid.

Firm Name: Eastern Iowa Excavating & Concrete, LLCSignature:  Date: 9/9/2025

You must submit the complete form to the government body requesting Bids per 875 Iowa Administrative Code Chapter 156

This Form has been approved by the Labor Commissioner

309-6001 02-14

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☒ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☒ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☒ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☒ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☒ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- ☐ Yes ☒ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☒ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☒ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☒ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☒ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☒ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

==== END OF SECTION 00460 ====

**City of Dubuque
City Council**

CONSENT ITEMS # 14.

ITEM TITLE:

Signed Contract(s)

SUMMARY:

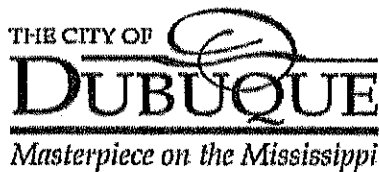
Ahmann's Lawn Care, Inc. for Lawn Care; All Seasons Heating & Cooling for Various Heating & Cooling at 6 fire stations; Biechler Electric Inc. for Various electrical maintenance at 6 fire stations; Bohr Custom Curbing for the Bunker Hill Clubhouse Landscaping Project; Brecke Mechanical Contractors for General heating and plumbing maintenance work; Dave Hinz Construction, Inc. for the 3rd & Main St. Chamber Patio Exterior Patio Railing Repairs; Dinges Fire Company for Various maintenance to turn out gear and other fire equipment; Lease Agreement with Dubuque County for certain rooms in the Federal Building; Dubuque Visiting Nurse Association for the Healthy Homes Grant Program; Elevated Landwrx for Mowing Contract – NW Arterial Right-A-Way; Floor Show Corporation for Carpet removal & installation of new carpet at Fire Headquarters; Gansen Excavating for the 12704 John F. Kennedy Slope Stabilization; Geisler Brothers Co. for the 3rd & Main St. Chamber Patio Exterior Patio Waterproofing Membrane; Giese Sheet Metal Co Inc. for General heating & cooling maintenance at 6 fire stations; Green Valley Landscaping, LLC for Brush Mowing – Site Restoration Work Related to Storm Water and Detention; Hillcrest Family Services for use of Louis Murphy Park; Vaccination Agreement with Hy-Vee; Lovely City, LLC for Playground Replacement and Engagement – Murphy Park, Madison Park, Jefferson Park and Gay Park; Manders Quality Concrete for the 3rd & Main St. Chamber Patio Exterior Patio Concrete Replacement; Midwest Injection, Inc for the Terminal Street Lift Station Bypass Pumping; Lease Agreement with Neztrop, LLC; Overhead Door Company for Various maintenance on overhead doors at various 6 fire stations; Paulson Electric for Electrical Work; Schadl Inc. DBA: Mr. Rooter Plumbing for Various plumbing maintenance at 6 fire stations; Tri-State Porta Potty Inc. for Port-A Potties; Westphal & Company, Inc. DBA: Globalcom Technologies for Maintenance on door access card readers at 6 fire stations.

SUGGESTED

Receive and File

DISPOSITION:**ATTACHMENTS:**

1. Bunker Hill Landscaping Project and Short Form Contract A
2. All Seasons Heating and Cooling
3. Various maintenance on gear and fire equipment
4. Carpet removal & installation of new carpet at Fire Headquarters
5. 12074 JFK Road Slope Stabilization Project
6. Lease for Federal Building Rooms
7. 3rd Main Chamber Exterior Patio Repair Project
8. 3rd Main Chamber Exterior Patio Concrete Repair Project
9. 3rd Main Chamber Exterior Patio Waterproofing Membrane
10. HyVee Seasonal Flu Vaccine Agreement
11. Maintenance on door access card readers at 6 fire stations
12. Electrical Work
13. Mowing Contract NW Arterial Right A Way (10)
14. Brush Mowing Site Restoration - Green Valley Landscaping
15. Playground Replacement and Engagement
16. Lease Agreement with Neztrop, LLC
17. Overhead Door Company
18. Hillcrest Family Services for Reflections in the Park
19. Dubuque VNA
20. Emergency Pumping Services at Terminal Street Lift Station
21. Biechler Electric
22. Giese Sheet Metal Co
23. Schadle Inc
24. Tri-State Porta Potty Inc.
25. Ahmann's Lawn Care, Inc.
26. Brecke Mechanical Contractors



City of Dubuque
Dept: Parks & Recreation
50 W. 13th Street
Dubuque, IA 52001
Phone # 5635894263

**CITY OF DUBUQUE, IOWA
SHORT FORM
PUBLIC IMPROVEMENT CONTRACT
PROJECTS ESTIMATED AT LESS THAN \$100,000.00**

Check Appropriate Box

- ☒ Estimate under \$25,000.00
☐ Estimate between \$25,000.00 and \$99,999.99

THIS PUBLIC IMPROVEMENT CONTRACT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

Bohr Custom Curbing (Contractor) at
(Contractor Name)

4101 Pennsylvania Avenue, Dubuque IA. 52002

(Contractor's Address - City and State)

PROJECT TITLE:

Bunker Hill Clubhouse Landscaping Project

(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

CONTRACTOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:
the landscaping in front of the Bunker Hill Golf Course Clubhouse building per items listed in attached estimate

The work described above shall be completed at the following location(s):

Bunker Hill Golf Course Clubhouse, 2200 Bunker Hill Rd.

The Project shall be constructed to the meet the requirements as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Bid or procurement documentation;**
- This Contract;
- All ordinances and resolutions heretofore adopted by the City Council having to do with the Project;
- **The Contractor's Bid or procurement documentation;**
- **Consent Decree Certification Form, if applicable (Exhibit A);**
- **Bond Form, if applicable (Exhibit B);**
- **Plans and Specifications;**
- SUDAS Standard Specifications (Current Edition) including but not limited to Division 1: General Provisions and Covenants and the City of Dubuque Supplemental Specifications – Division 1 (Current Edition);
- General Requirements as adopted by the City Council for the Project;
- **Insurance Schedule F (Exhibit C);** and
- Other _____.

Is the project over \$25,000.00?

☐ Yes ☒ No

If yes, Bond Form is required, see Exhibit B.

3. All materials used by the Contractor in the Project shall be the best of their several kinds and shall be put in place to the satisfaction of the City Manager.
4. The Contractor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Contractor.
5. Three (3%) of the Contract price may be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Manager to pay any claim that may be filed within said time for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that time, as provided in Iowa Code Chapter 573. The City shall also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums shall be held by the City until such claims have been settled, adjudicated or otherwise disposed of.
6. The Contractor has read and understands the Contract and the project description described in Section 1 and the Contract Documents outlined in Section 2 and agrees not to plead misunderstanding or deception.
7. The Contractor shall guarantee for a period of two years and make good any other defect in any part of the Project due to improper construction or material performance notwithstanding the fact that said Project may have been accepted and fully paid for by the City. The guarantee shall commence on the date that the City pays full compensation for the complete performance of this contract.
8. The Contractor shall fully complete the Project under this Contract on or before
October 31, 2025
(DATE)
9. Indemnification from Third Party Claims; Liability for City Damage.

- A. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
- 10. Prior to the commencement of any work on the Project and at all times during the performance of this Contract, the Contractor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule F attached to this Contract as Exhibit C.
 - 11. Contractor will comply with all federal, state, and local laws and regulations in the performance of this Contract.
 - 12. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Contractor.
 - 13. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County
 - 14. The City is exempt from federal excise tax and Iowa sales tax.
 - 15. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the Contractor will indemnify and save harmless the City from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of any patent, copyright, or application.
 - 16. The Contractor agrees not to release any advertising copy mentioning the City or quoting the opinion of any City employee without prior written authorization from the City of Dubuque.
 - 17. Current Safety Data Sheets (SDS), when applicable to the order, will be provided by the Contractor in accordance with all regulations.

19. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the Contractor's proposal, and are not subject to change by reason of any written or verbal statements by the Contractor or by and terms stated in the Contractor's acknowledgment unless same be accepted in writing by the City.
18. The City of Dubuque, State of Iowa and Department of Justice have entered into a Consent Decree requiring the City to complete certain capital improvements pursuant to an established schedule and to comply with certain capital improvements pursuant to an established schedule and to comply with certain reporting and recordkeeping requirements. One of the terms of the Consent Order is for the City to advise contractors whose duties might reasonably include compliance with any provision of the Consent Decree with a copy of the Consent Decree. The City expects its contractors to comply with the Consent Decree and to assist the City in complying with the Consent Decree. As a requirement of this Contract, the Contractor shall execute and return to City Exhibit the Certification Form attached to this Contract as Exhibit A

☐ THIS CONTRACTOR IS PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.

☒ THIS CONTRACTOR IS NOT PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT: \$ 10,379

CITY OF DUBUQUE, IOWA

CONTRACTOR:

By: Michael Van Milligen 09/16/2025
Michael C. Van Milligen
City Manager Date

Bohr Custom Curbing
Company Name
By: [Signature] 9/18/25
Signature Date
JaKe Bohr
Printed Name
Owner
Title

EXHIBIT A
CONSENT DECREE
RELATING TO THE
CITY OF DUBUQUE, IOWA
WATER & RESOURCE RECOVERY CENTER
AND
SEWER COLLECTION SYSTEM

NO CONTRACTOR OR CONSULTANT MAY PERFORM ANY WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SEWER CONNECTION SYSTEM UNLESS A SIGNED COPY OF THIS DOCUMENT IS RETURNED TO THE CITY OF DUBUQUE ENGINEERING DEPARTMENT

The City of Dubuque, Iowa has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action No. Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to perform work required by the Consent Decree.

A copy of the Consent Decree can be found at

<http://www.cityofdubuque.org/DocumentCenter/Home/View/3173>. A paper copy is available upon request from the City of Dubuque Engineering Department.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

The Consent Decree also provides that until five years after the termination of the Consent Decree, the City shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention requirement shall apply regardless of any contrary City, corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States or the State, the City shall provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City shall notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City shall deliver any such documents, records, or other information to the EPA or IDNR.

Certification by Contractor or Consultant

The undersigned, on behalf of the Contractor or Consultant, with full authority to act on behalf of the Contractor or Consultant, certifies to the City of Dubuque as follows:

1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action No. Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-08339, United States District Court for the Northern District of Iowa.

2. All work performed will be in conformity with the provisions of the Consent Decree.

3. All documents, reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.

The Contractor or Consultant agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's or Consultant's failure to comply with the Consent Decree.

Contractor or Consultant:

Bohr Custom Curbing

By:

Its:

Bohr

Date:

9/8/25

Return signed copy to:

Engineering Department
50 W. 13th Street
Dubuque IA 52001

EXHIBIT C
INSURANCE SCHEDULE F

Class A:

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

Class B:

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

Class C:

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

INSURANCE SCHEDULE F (continued)

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

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

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

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

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

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

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

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

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

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

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

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

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

E) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

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

Each Occurrence \$2,000,000

Policy Aggregate

\$4,000,000

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

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ☐ Yes ☐ No

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

Railroad Protective Liability:

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

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

AND

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

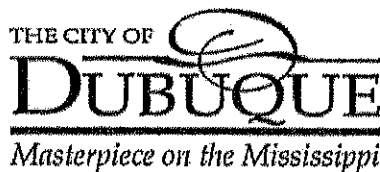
Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN



City of Dubuque
Fire _____ Department

(address)
Dubuque, IA 52001
Phone # 563-589-4160

**CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

(Vendor) at All Seasons Heating & Cooling

(Vendor Name)

798 Cedar Cross Rd, Dubuque, IA 52003

(Vendor Address - City and State)

PROJECT TITLE: Various Heating & Cooling at 6 fire stations

(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

Various Heating & Cooling at 6 fire stations

The work described above shall be completed at the following location(s):

Fire Headquarters (11 W. 9th St), Station 2 (2180 JFK Rd), Station 3 (3155 Central Ave.), Station 4 (1697 University Ave),
Station 5 (689 S. Grandview), Station 6 (1500 Rhomberg)

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa

and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following **WHERE APPLICABLE**:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal**;
- **Plans and Specifications**;
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A)**; and
- **INSURANCE – Please include one applicable Insurance Schedule:**
 - **Insurance Schedule F for General Artisan or Trade Contractors or Subcontractors (Exhibit B)**
 - **Insurance Schedule G for Vendors (Exhibit C)**
 - **Insurance Schedule J for Professional Services (Exhibit D)**

Check Appropriate Box

☒ Insurance Schedule F – General Artisan or Trade Contractors or Subcontractors

☐ Insurance Schedule G – Vendors

☐ Insurance Schedule J – Professional Services

- Other:

-
3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.
4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.
5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.
6. The Vendor shall fully complete the Project under this Contract on or before
June 30, 2026 (date)

7. Indemnification; Liability for City Damage

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule as indicated above and attached hereto.
 9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.
 10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.
 11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.
 12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT \$ Up to \$10,000

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 09/16/2025
Michael C. Van Milligen
City Manager Date

VENDOR:

All Seasons Heating & Cooling
Company Name

By: Shane Kremer 9/15/25
Signature Date

Shane Kremer
Printed Name

Service Manager
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.
2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.
3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.
4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.
5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.
6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.
7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.
8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.
9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.
11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.
12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.
14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE F

Class A:

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

Class B:

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

Class C:

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

INSURANCE SCHEDULE F (continued)

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

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

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

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

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

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

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

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

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

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

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

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

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

E) POLLUTION LIABILITY

Coverage required: ☐ Yes ☒ No

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

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

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

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ☐ Yes ☒ No

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

Railroad Protective Liability:

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

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

AND

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

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

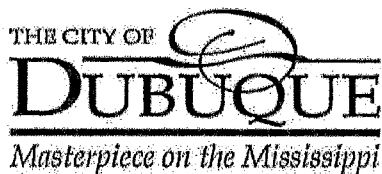
PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)



City of Dubuque
Fire _____ Department
11 W.9th Street
(address)
Dubuque, IA 52001
Phone # 563-589-4160

**CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

(Vendor) at Dinges Fire Company

(Vendor Name)

243 E. Main Street, Amboy, IL 61310

(Vendor Address - City and State)

PROJECT TITLE: Various maintenance on turn out gear and other fire equipment

(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

Various maintenance on turn out gear and other fire equipment

The work described above shall be completed at the following location(s):

Fire Headquarters, 11 West 9th Street, Dubuque, Iowa 52001

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa

and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following **WHERE APPLICABLE:**

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal;**
- **Plans and Specifications;**
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A);** and
- **INSURANCE – Please include one applicable Insurance Schedule:**
 - **Insurance Schedule F for General Artisan or Trade Contractors or Subcontractors (Exhibit B)**
 - **Insurance Schedule G for Vendors (Exhibit C)**
 - **Insurance Schedule J for Professional Services (Exhibit D)**

Check Appropriate Box

☐ Insurance Schedule F – General Artisan or Trade Contractors or Subcontractors

☒ Insurance Schedule G – Vendors

☐ Insurance Schedule J – Professional Services

• Other:

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.
4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.
5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.
6. The Vendor shall fully complete the Project under this Contract on or before
June 30, 2026 (date)

7. Indemnification; Liability for City Damage

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule as indicated above and attached hereto.
9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.
10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.
11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.
12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT \$ Up to \$18,000

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 09/16/2025
Michael C. Van Milligen
City Manager Date

VENDOR:

Dinges Fire Company
Company Name

By: Rebecca Bontz 9/9/2025
Signature Date

Rebecca Bontz
Printed Name

Controller
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.
2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.
3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.
4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.
5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.
6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.
7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.
8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.
9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.
11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.
12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.
14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT C

INSURANCE SCHEDULE G

1. Vendor shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the contract commencement. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Vendor Service Agreement dated 9/9/2025.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The service provider must identify or list in writing all deviations and exclusions from the ISO form.
8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.
9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Vendor.
10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
11. All certificates of insurance must include agents name, phone number, and email address.
12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE G (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others endorsement.
- 7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☒ No

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

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

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

D) PROFESSIONAL LIABILITY \$1,000,000

Coverage required: ☐ Yes ☒ No

If the required policy provides claims-made coverage:

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

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

Coverage required: ☐ Yes ☒ No

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

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

Coverage required: ☐ Yes ☒ No

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
 2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
 3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
 4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.
- No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)



City of Dubuque
Fire Department
11 West 9th Street, Dubuque, IA 52001
(address)
Dubuque, IA 52001
Phone # 563-589-4160

**CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

(Vendor) at Floor Show Corporation

(Vendor Name)

1475 Associates Drive, Dubuque, IA 52002-2263

(Vendor Address - City and State)

PROJECT TITLE: Carpet removal & installation of new carpet at Fire Headquarters

(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

Carpet removal & installation of new carpet at Fire Headquarters

The work described above shall be completed at the following location(s):

Fire Headquarters, 11 West 9th Street, Dubuque, Iowa 52001

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa

and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following **WHERE APPLICABLE:**

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal;**
- **Plans and Specifications;**
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A);** and
- **INSURANCE – Please include one applicable Insurance Schedule:**
 - **Insurance Schedule F for General Artisan or Trade Contractors or Subcontractors (Exhibit B)**
 - **Insurance Schedule G for Vendors (Exhibit C)**
 - **Insurance Schedule J for Professional Services (Exhibit D)**

Check Appropriate Box

☒ Insurance Schedule F – General Artisan or Trade Contractors or Subcontractors

☐ Insurance Schedule G – Vendors

☐ Insurance Schedule J – Professional Services

- Other:

-
3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.
4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.
5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.
6. The Vendor shall fully complete the Project under this Contract on or before
June 30, 2026 (date)

7. Indemnification; Liability for City Damage

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule as indicated above and attached hereto.
9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.
10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.
11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.
12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT \$ 2,232.89

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 09/16/2025
Michael C. Van Milligen
City Manager Date

VENDOR:

Floor Show Corporation
Company Name
By: Dawn M. Bandy 9/11/2025
Signature Date
Dawn M. Bandy
Printed Name
Controller
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.
2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.
3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.
4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.
5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.
6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.
7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.
8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.
9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.
11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.
12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.
14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B
INSURANCE SCHEDULE F

Class A:

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

Class B:

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

Class C:

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

INSURANCE SCHEDULE F (continued)

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

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

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

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

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

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

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

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

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

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

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

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

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

E) POLLUTION LIABILITY

Coverage required: ☐ Yes ☒ No

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

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

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

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ☐ Yes ☒ No

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

Railroad Protective Liability:

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

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

AND

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

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENTAL IMMUNITY ENDORSEMENT – IOWA JURISDICTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Iowa Jurisdiction:

Description Of Project:

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

IOWA GOVERNMENTAL IMMUNITY

- a. For any claim or "suit" seeking damages from the Iowa jurisdiction scheduled in this endorsement because of "bodily injury", "property damage", "personal injury" or "advertising injury" caused by "your work" on or for any project that is scheduled in this endorsement and located in such Iowa jurisdiction, this insurance applies only to the extent that such claim or "suit" is not subject to any defense of governmental immunity under Iowa Code Section 670.4 and any amendment to that section.
- b. For any claim or "suit" seeking damages from the Iowa jurisdiction scheduled in this endorsement because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies and caused by "your work" on or for any project that is scheduled in this endorsement and located in such Iowa jurisdiction, that Iowa jurisdiction will be responsible for asserting any defense of governmental immunity and must do so if requested in writing by us. Nothing contained in this endorsement shall prevent us from asserting any defense of govern-

mental immunity on behalf of that Iowa jurisdiction.

- c. For any claim or "suit" seeking damages from the Iowa jurisdiction scheduled in this endorsement because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies and caused by "your work" on or for any project that is scheduled in this endorsement and located in such Iowa jurisdiction, we agree that:
 - (1) The purchase of this policy and including the Iowa jurisdiction as an additional insured under this policy does not waive any defense of governmental immunity available to such Iowa jurisdiction under Iowa Code Section 670.4 and any amendment to that section; and
 - (2) We will take the position that this insurance does not apply because of governmental immunity only after a court of law having jurisdiction over such claim or "suit" has ruled in favor of any defense of governmental immunity asserted by such Iowa jurisdiction.
- d. This preservation of governmental immunity does not change the coverage otherwise available under this policy.



City of Dubuque
Engineering Department
50 W 13th Street
(address)
Dubuque, IA 52001
Phone # 563-589-4270

**CITY OF DUBUQUE, IOWA
SHORT FORM
PUBLIC IMPROVEMENT CONTRACT
PROJECTS ESTIMATED AT LESS THAN \$100,000.00**

Check Appropriate Box

- ☒ Estimate under \$25,000.00
☐ Estimate between \$25,000.00 and \$99,999.99

THIS PUBLIC IMPROVEMENT CONTRACT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and
Gansen Excavating (Contractor) at
(Contractor Name)
12198 Skyline Rd. Dubuque, IA 52003
(Contractor's Address - City and State)

PROJECT TITLE: 12704 John F. Kennedy Slope Stabilization
(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

CONTRACTOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

Extending storm sewer pipe and building slope out with compacted soils to help with stabilization and erosion. Clean out stone and sedimate from private pond due to storm water overflowing across road due to surging storm sewer. All site restoration to be completed by contractor. Traffic control to be provided by contractor after City Engineer approval.

The work described above shall be completed at the following location(s):

12704 JFK Rd. Dubuque, IA

The Project shall be constructed to the meet the requirements as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Bid or procurement documentation;**
- This Contract;
- All ordinances and resolutions heretofore adopted by the City Council having to do with the Project;
- **The Contractor's Bid or procurement documentation;**
- **Consent Decree Certification Form, if applicable (Exhibit A);**
- **Bond Form, if applicable (Exhibit B);**
- **Plans and Specifications;**
- SUDAS Standard Specifications (Current Edition) including but not limited to Division 1: General Provisions and Covenants and the City of Dubuque Supplemental Specifications – Division 1 (Current Edition);
- General Requirements as adopted by the City Council for the Project;
- **Insurance Schedule F (Exhibit C);** and
- Other N/A.

Is the project over \$25,000.00?

☐ Yes ☒ No

If yes, Bond Form is required, see Exhibit B.

3. All materials used by the Contractor in the Project shall be the best of their several kinds and shall be put in place to the satisfaction of the City Manager.
4. The Contractor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Contractor.
5. Three (3%) of the Contract price may be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Manager to pay any claim that may be filed within said time for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that time, as provided in Iowa Code Chapter 573. The City shall also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums shall be held by the City until such claims have been settled, adjudicated or otherwise disposed of.
6. The Contractor has read and understands the Contract and the project description described in Section 1 and the Contract Documents outlined in Section 2 and agrees not to plead misunderstanding or deception.
7. The Contractor shall guarantee for a period of two years and make good any other defect in any part of the Project due to improper construction or material performance notwithstanding the fact that said Project may have been accepted and fully paid for by the City. The guarantee shall commence on the date that the City pays full compensation for the complete performance of this contract.
8. The Contractor shall fully complete the Project under this Contract on or before
October 17, 2025
(DATE)
9. Indemnification from Third Party Claims; Liability for City Damage.

- A. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
- 10. Prior to the commencement of any work on the Project and at all times during the performance of this Contract, the Contractor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule F attached to this Contract as Exhibit C.
 - 11. Contractor will comply with all federal, state, and local laws and regulations in the performance of this Contract.
 - 12. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Contractor.
 - 13. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County
 - 14. The City is exempt from federal excise tax and Iowa sales tax.
 - 15. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the Contractor will indemnify and save harmless the City from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of any patent, copyright, or application.
 - 16. The Contractor agrees not to release any advertising copy mentioning the City or quoting the opinion of any City employee without prior written authorization from the City of Dubuque.
 - 17. Current Safety Data Sheets (SDS), when applicable to the order, will be provided by the Contractor in accordance with all regulations.

19. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the Contractor's proposal, and are not subject to change by reason of any written or verbal statements by the Contractor or by and terms stated in the Contractor's acknowledgment unless same be accepted in writing by the City.
18. The City of Dubuque, State of Iowa and Department of Justice have entered into a Consent Decree requiring the City to complete certain capital improvements pursuant to an established schedule and to comply with certain capital improvements pursuant to an established schedule and to comply with certain reporting and recordkeeping requirements. One of the terms of the Consent Order is for the City to advise contractors whose duties might reasonably include compliance with any provision of the Consent Decree with a copy of the Consent Decree. The City expects its contractors to comply with the Consent Decree and to assist the City in complying with the Consent Decree. As a requirement of this Contract, the Contractor shall execute and return to City Exhibit the Certification Form attached this this Contract as Exhibit A.

- ☐ THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.
- ☒ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT: \$ 24,000.00

CITY OF DUBUQUE, IOWA

CONTRACTOR:

By: Michael Van Milligen 09/18/2025
Michael C. Van Milligen
City Manager Date

Gansen Excavating
Company Name

By: Matt Gansen 9/16/25
Signature Date

MATT GANSEN
Printed Name

VP
Title



GANSEXC-01

CDOLEHIDE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TRICOR, LLC - Dubuque 600 Star Brewery Drive Suite 110 Dubuque, IA 52001	CONTACT NAME: Hannah Kuhse	
	PHONE (A/C, No, Ext): (563) 231-2005 1406	FAX (A/C, No):
	E-MAIL ADDRESS: hkuhse@tricorinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Acuity	14184
INSURED Gansen Excavating, Inc. Richard Gansen 12198 Skyline Rd Dubuque, IA 52003	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			K53731	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☐ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000				
			MED EXP (Any one person) \$ 1,000,000				
			PERSONAL & ADV INJURY \$ 2,000,000				
			GENERAL AGGREGATE \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
A	AUTOMOBILE LIABILITY			K53731	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS		BODILY INJURY (Per person) \$				
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
A	UMBRELLA LIAB ☒ EXCESS LIAB	☒ OCCUR ☐ CLAIMS-MADE		K53731	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 5,000,000
			AGGREGATE \$				
	DED ☐ RETENTION \$		\$ 5,000,000				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			K53731	1/1/2025	1/1/2026	PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N ☐ N / A		E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

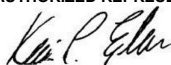
Coverage applies only to the extent provided by the policy and subject to all of the policy terms, conditions, exclusions, endorsements, and all applicable laws.

Project #: 7101289 Project Name: South Fork Catfish Creek to Timber-Hyrst Estates #4 North and South Line Crossings 2016

The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are additional insured for on-going and completed operations on a primary and non-contributory basis on the general liability policy, as required by written contract. Governmental Immunities endorsement applies for the City of Dubuque. Per project aggregate applies on the general liability. A waiver of subrogation applies on the work comp in favor of the City of Dubuque.

CERTIFICATE HOLDER

CANCELLATION

City of Dubuque 50 W. 13th St. Dubuque, IA 52001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

after the Coverage Part has been in effect for one year or one policy term, whichever is less.

- (2) Notwithstanding the limitations stated in c(1) above, we may cancel the Coverage Part in accordance with the terms of the Cancellation Condition.

6. The following exclusion is added to item 2 under Property Exclusions in the Deluxe Bis-Pak Property Coverage Form:

- a. We will not pay for loss or damage arising out of any act committed:
 - (1) By or at the direction of any insured; and
 - (2) With the intent to cause a loss.
- b. However, this exclusion will not apply to deny payment to an innocent co-insured who did not cooperate in or contribute to

the creation of the loss if:

- (1) The loss arose out of a pattern of criminal domestic violence; and
 - (2) The perpetrator of the loss is criminally prosecuted for the act causing the loss.
- c. If we pay a claim pursuant to paragraph 5b, our payment to the insured is limited to that insured's insurable interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.
7. The Bis-Pak Business Liability and Medical Expenses Coverage Form is amended as follows:
The term "spouse" is replaced by the following:
Spouse or party to a civil union recognized under Illinois law.

ADDITIONAL INSURED CITY OF DUBUQUE, IOWA

IL-7063(7-02)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COMMERCIAL GENERAL LIABILITY COVERAGE PART

BIS-PAK BUSINESS LIABILITY AND MEDICAL
EXPENSES COVERAGE FORM

1. The City of Dubuque, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers, are included as additional insureds with respect to all work and services performed for them. This coverage shall be primary to the additional insureds and not contributing with any other insurance or similar protection available to the additional insureds, whether other available coverage be primary, contributing or excess.
2. The following applies when the City of Dubuque, Iowa is named as an additional insured:
 - a. We expressly agree and state that the purchase of this policy and the naming of the City of Dubuque, Iowa as an additional insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
 - b. We further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended

from time to time. Those claims not subject to the Code of Iowa Section 670.4 shall be covered by the terms and conditions of this policy.

- c. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon timely written request by us.
 - d. We shall not deny coverage under this policy and we shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.
 - e. We and the City of Dubuque, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.
3. We will give thirty (30) days advance written notice of cancellation, nonrenewal, reduction in coverage or limits and/or material change by endorsement and ten (10) days written notice for nonpayment of premium to: City of Dubuque and Dubuque County, City Hall, 13th and Central, Dubuque, IA 52001. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

ADDITIONAL INSURED - COMPLETED OPERATIONS - PRIMARY AUTO-MATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS, LESSEES OR CONTRACTORS)

CB-7242(5-13)

This endorsement modifies insurance provided under the following:

BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

1. Who Is An Insured is amended to include as an additional insured:
 - a. Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy for completed operations; and
 - b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person(s) or organization(s) is an additional insured only with respect to liability included in the *products-completed operations hazard* for *bodily injury* or *property damage* caused, in whole or in part, by *your work* performed for that additional insured at the location designated and described in the contract or agreement.

2. The insurance does not apply to:

- a. *Bodily injury* or *property damage* which occurs prior to execution of the contract or agreement described in item 1; or
- b. *Bodily injury* or *property damage* that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or
- c. *Bodily injury* or *property damage* arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:
 - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.

3. The insurance provided by this endorsement is primary and noncontributory.

FUNGI OR BACTERIA EXCLUSION (LIABILITY)

CB-0577(4-10)

This endorsement modifies insurance provided under the following:

BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

- A. The following exclusion is added to Paragraph 1 under Exclusions:

Fungi or Bacteria

- (1) *Bodily injury*, *property damage*, *personal injury* or *advertising injury* which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any *fungi* or *bacteria* on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

- (2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, *fungi* or *bacteria*, by any insured or by any other person or entity.

This exclusion does not apply to any *fungi* or *bacteria* that are, are on, or are contained in, a good or product intended for bodily consumption.

- B. The following definition is added to Liability and Medical Expenses Definitions:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

- (3) Expenses and Income. We pay only soft cost expenses and loss of rental income incurred within 12 consecutive months after the loss to Buildings Under Construction or Installation Projects.

9. PROPERTY DEFINITIONS

The following definitions are added:

- a. "Covered job site" means any location, job site or project where you are in the process of construction or installation.
- b. "Delay" means a delay in the construction, erection or fabrication of Buildings Under Construction or Installation Projects.

SCHEDULE

Limit of Insurance: \$50,000

Deductible: \$250

Premium Basis	Estimate	Rate
Payroll Plus 50% of the Cost of Subcontracted Work	\$335,393	\$1.040 Per \$1,000

Minimum Premium = \$50

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU - PRIMARY

CB-7191(5-13)

This endorsement modifies insurance provided under the following:

BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

1. Who Is An Insured is amended to include as an additional insured:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an insured only with respect to liability for *bodily injury, property damage* or *personal and advertising injury* caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. *Bodily injury, property damage, personal and advertising injury* arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:

- (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

- b. *Bodily injury or property damage* occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. The insurance provided by this endorsement is primary and noncontributory.

mailing address. We will maintain proof of mailing of the nonrenewal notice. An exact and unaltered copy of such notice will also be sent to the named insured's producer, if known, or the producer of record at the last known mailing address. The named insured's producer, if known, or the producer of record may opt to accept notification electronically.

2. Our notice of nonrenewal will state our reasons for not renewing.

3. If we fail to provide the notice of nonrenewal as required, the policy will still terminate on its expiration date if:
 - a. You notify us or the producer who procured this policy that you do not want the policy renewed; or
 - b. You fail to pay all premiums when due; or
 - c. You obtain other insurance as a replacement of the policy.

PREMIUM DISCOUNT ENDORSEMENT

WC 00 04 06A(8-95)

The premium for this policy and the policies, if any, listed in item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in items 1 or 2 of the Schedule. The final

calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

SCHEDULE

1.	State	Premium Discount			Balance
		First \$10,000	Next \$190,000	Next \$1,550,000	
	IOWA	0.0%	9.1%	11.3%	12.3%
	ILLINOIS	0.0	9.1	11.3	12.3
2.	Average percentage discount				N/A
3.	Other policies:				
4.	If there are no entries in items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:				

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

WC 00 03 13(4-84)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work

under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

CITY OF DUBUQUE
RIVER CITY STONE DIVISION OF MATHY CONSTRUCTION CO
PORTZEN CONSTRUCTION INC, PORTZEN LEASING INC PORTZEN BUILDING
FIRM LLC

FELLOW EMPLOYEE COVERAGE

CB-7054(9-04)

This endorsement modifies insurance provided under the following:

BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSE COVERAGE FORM

Paragraph 2a(1), under the Who Is an Insured Section is replaced by the following:

Bodily injury or personal and advertising injury to you or a co-employee while in the course of his or her

employment or performing duties related to the conduct of your business, or the spouse, child, parent, brother or sister of that co-employee as a consequence of such *bodily injury or personal and advertising injury*, or for any obligation to share damages with or repay someone else who must pay damages because of the injury. This does not apply to your *employees* shown in the Schedule.

SCHEDULE

Employees

ALL OF YOUR EMPLOYEES

advertising injury arising out of an offense committed before you acquired or formed the organization.

to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

No person or organization is an insured with respect

LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or *suits* brought; or
 - c. Persons or organizations making claims or bringing *suits*.
2. The most we will pay for the sum of all damages because of all:
 - a. *Bodily injury, property damage* and medical expenses arising out of any one *occurrence*; and
 - b. *Personal and advertising injury* sustained by any one person or organization;is the Liability and Medical Expenses Limit shown in the Declarations. But the most we will pay for all medical expenses because of *bodily injury* sustained by any one person is the Medical Expenses Limit shown in the Declarations.
3. The most we will pay under Business Liability Coverage for damages because of *property damage* to a premises while rented to you or in the case of a fire while rented to you or temporarily occupied by you with permission of the owner is the applicable Damage To Premises Rented To You Limit shown for that premises in the Declarations. For a premises temporarily occupied by you, the applicable limit will be the Damage To Premises Rented To You Limit shown in the Declarations.
4. **Aggregate Limits**
 - a. The Products-Completed Operations Aggregate Limit shown in the Declarations is the

most we will pay for injury or damage under the *products-completed operations hazard* arising from all *occurrences* during the policy period.

- b. The General Aggregate Limit shown in the Declarations is the most we will pay for the sum of all damages because of all:
 - (1) *Bodily injury, property damage* and medical expenses arising from all *occurrences* during the policy year. This limit applies separately to:
 - (a) Each location owned by or rented to you. A location is a premises involving the same or connecting lots, or a premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; and
 - (b) Each of your projects away from a location owned by or rented to you; or
 - (2) *Personal and advertising injury* arising out of all offenses committed during the policy period.

The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

We have no duty to provide coverage under this Coverage Part unless you and any other involved insured have fully complied with the Conditions contained in this Coverage Part.

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

2. Duties in the Event of Occurrence, Offense, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an *occurrence* or an

offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the *occurrence* or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the *occurrence* or offense.
- b. If a claim is made or *suit* is brought against any insured, you must;
 - (1) Immediately record the specifics of the

**WAIVER OF TRANSFER OF RIGHTS TO RECOVERY AGAINST OTHERS TO
US - AUTOMATIC STATUS**

CB-7252(4-10)

This endorsement modifies insurance under the following:

BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

Paragraph J2 of the Transfer of Rights of Recovery Against Others to Us condition in the Bis-Pak Common Policy Conditions is amended as follows:

1. We waive any right of recovery we may have against any person or organization described in paragraph 2 because of payments we make for injury or damage arising out of your ongoing

operations or *your work* done under a contract with that person or organization and included in the *products-completed operations hazard*.

2. This waiver applies only to a person or organization with whom you have a written contract or agreement in which you are required to waive the rights of recovery under this policy. Such contract or agreement must have been executed prior to the occurrence causing injury or damage.

**LEASE AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
DUBUQUE COUNTY, IOWA**

This Lease Agreement (the Lease), dated for reference purposes the 1st day of July, 2025, is entered into by and between the City of Dubuque, Iowa (Landlord) whose address for the purpose of this Lease is 50 West 13th Street, Dubuque, IA 52001, and Dubuque County (Tenant) whose address for the purpose of this Lease is 720 Central Avenue, Dubuque, IA 52001.

SECTION 1. PREMISES AND TERM. Landlord, in consideration of the rents, agreements, and conditions herein contained, leases to Tenant and Tenant leases from Landlord, according to the terms of this Lease, the following described premises (the Leased Premises) situated in Dubuque County, Iowa:

Rooms 203, 204, 209, 210, 212, 213, 215, 217, 256, 267, 268, 272, and 273 which comprise four thousand four hundred eighty-five (4,485) square feet on the second floor Federal Building, located at 350 West 6th Street, Dubuque, Iowa 52001

and

Use of conference room which is available to all tenants

with the improvements thereon, and all rights, easements, and appurtenances, which, more particularly, include the space and premises as may be shown on attached "Exhibit A", for a term of one (1) year (the Term), commencing July 1, 2025 through June 30, 2026, upon the condition that Tenant pays rent therefor, and otherwise performs as in this Lease provided.

SECTION 2. RENTAL. Tenant agrees to pay to Landlord as rental for the Term, as follows:

Monthly rent for the Leased Premises the sum of Six Thousand One Hundred Eighty-One and 61/100 Dollars (\$6,181.61) [\$16.54/sq. ft./annum (the Base Rent)] commencing on July 1, 2025 and on the 1st day of each month thereafter during the Term of this Lease. All sums must be paid to the Finance Department at the address of Landlord, as above designated, or at such other place in Iowa, or elsewhere, as Landlord may, from time to time, designate in writing. Delinquent payments will draw interest at nine percent (9%) per annum from the due date, until paid.

SECTION 3. POSSESSION. Tenant will be entitled to possession on the first day of the Term of this Lease and must yield possession to Landlord at the end of the Term, except as herein otherwise expressly provided. Should Landlord be unable to give possession on said date, Tenant's only damages will be a rebating of the pro rata rental.

SECTION 4. USE OF PREMISES. Tenant covenants and agrees during the Term of this Lease to use and to occupy the Leased Premises only for business use of Juvenile

Services.

SECTION 5. QUIET ENJOYMENT. Landlord covenants that its estate in said Leased Premises is in fee simple and that Tenant, if not in default, will peaceably have, hold, and enjoy the Leased Premises for the Term of this Lease. Landlord has the right to mortgage all of its rights, title, and interest in the Leased Premises at any time without notice, subject to this Lease.

SECTION 6. EQUIPMENT, DECORATING, REPLACEMENT, REPAIR, AND MAINTENANCE.

6.1 Definitions.

- (1) "Maintain" means to clean and keep in good condition.
- (2) "Repair" means to fix and restore to good condition after damage, deterioration, or partial destruction.

6.2 Conditions of Premises. Tenant takes the Leased Premises in its present condition, except for such repairs and alterations as may be expressly otherwise provided in this Lease.

6.3 Repairs and Maintenance.

- (1) Landlord must replace and repair the structural parts of the building. For purposes of this Lease, the structural parts of the building are the foundation, exterior walls, load bearing components of interior floors and walls, the roof, and all sewers, pipes, wiring and electrical fixtures outside of the structure.
- (2) Landlord is responsible for maintenance of all common areas under Landlord's control. Tenant is responsible for all maintenance within the Leased Premises.
- (3) Each party must perform its responsibilities of repair and maintenance to the end that the Leased Premises will be kept in a safe and serviceable condition. Neither party will permit nor allow the Leased Premises to be damaged or depreciated in value by any act, omission to act, or negligence of itself, its agents, or employees.

6.4 Equipment, Decorating and Alterations.

- (1) The following items of equipment, furnishings, and fixtures will be supplied and replaced by the parties as follows:

Blinds:	Landlord
Carpet:	Landlord

- (2) Any equipment, furnishings, or fixtures to be supplied by Tenant are subject to Landlord's prior written approval as to quality and method of installation. Tenant

will provide all trade equipment, furnishings, and fixtures used in connection with the operation of its business, such as telephones, computers, desks, chairs, shelving, and similar items.

(3) Tenant is responsible for all interior decorating. Tenant may not make structural alterations or improvements without the prior written consent of Landlord.

6.5 Americans With Disabilities Act. Tenant will make no unlawful use of the Leased Premises and agrees to comply with all valid regulations of the Board of Health, City ordinances, the laws of the State of Iowa and the federal government, but this provision may not be construed as creating any duty by Tenant to members of the general public, provided, however, responsibility for compliance with the Americans with Disabilities Act will be performed and paid for by the parties as follows:

Common areas	Landlord:	100%
Tenants' area:		
Initial compliance (specify)	Landlord:	100%
Future compliance	Landlord:	100%

SECTION 7. UTILITIES, SERVICES, PROPERTY TAXES. Utilities and services will be furnished and paid for by the parties as follows:

<u>PROVIDED BY:</u>		<u>PAID BY:</u>	
		% Landlord	% Tenant
Electricity	Landlord	100	0
Gas	Landlord	100	0
Water and Sewer	Landlord	100	0
Garbage/Trash	Landlord	100	0
Janitor/Cleaning	Tenant	0	100
Common areas	Landlord	100	0
Property Taxes	Tenant	0	100
Other:	Tenant	0	100

Tenant agrees to pay to Landlord as additional rent an amount equal to real estate taxes upon the real estate of the Demised Premises that accrue during the Term of this Lease (including taxes accrued during the Term but not due and payable until after the Term), upon receipt of a statement from City, accompanied with all statements from any other taxing authority verifying the amount of such accrued taxes.

SECTION 8. TERMINATION, SURRENDER OF PREMISES AT END OF TERM – REMOVAL OF FIXTURES.

8.1 Termination. This Lease will terminate upon expiration of the original Term subject to the following:

- a. Tenant may terminate this Lease for any or no reason upon not less than ninety (90) days' written notice delivered to Landlord.
- b. Landlord may terminate this Lease for any or no reason upon not less than ninety (90) days' written notice to Tenant.

8.2 Surrender. Tenant agrees that upon termination of this Lease it will surrender and deliver the Leased Premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.

8.3 Holding Over. Continued possession by Tenant, beyond the expiration of its tenancy, coupled with the receipt of the specified rental by Landlord (and absent a written agreement by both parties for an extension of this Lease, or for a new lease) will constitute a month to month extension of this Lease.

8.4 Removal of Fixtures. Tenant may, at the expiration of its tenancy, if Tenant is not in default, remove any fixtures or equipment which Tenant has installed in the Leased Premises, providing Tenant repairs any and all damages caused by removal.

SECTION 9. ASSIGNMENT AND SUBLETTING. Any assignment of this Lease or subletting of the Leased Premises or any part thereof, without Landlord's written permission will, at the option of Landlord, make the rental for the balance of the Lease Term due and payable at once. Such written permission may not be unreasonably withheld.

SECTION 10. INSURANCE.

10.1 Property Insurance. Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance must cover losses included in the Insurance Services Official Broad Form Causes of Loss (formerly fire and extended coverage).

10.2 Liability Insurance. Tenant must at all times during the Term of this Lease maintain its membership in the Iowa Communities Assurance Pool or provide insurance as described in the attached Insurance Schedule A as such schedule may from time to time be revised by Landlord.

10.3 Certificates Of Insurance. Prior to the time this Lease takes effect Tenant will provide Landlord with a certificate of insurance with these property and liability insurance requirements as outlined in Insurance Schedule A, attached hereto. A renewal certificate must be provided prior to expiration of the current policies.

10.4 Acts by Tenant. Tenant will not do or omit doing of any act which would invalidate any insurance or increase the insurance rates in force on the Leased Premises.

10.5 Recommendations - Iowa Insurance Services Office. Tenant further agrees to comply with recommendations of Iowa Insurance Services Office and to be liable for and to promptly pay, as if current rental, any increase in insurance rates on said premises and

on the building of which said Leased Premises are a part, due to increased risks or hazards resulting from Tenant's use of the Leased Premises otherwise than as herein contemplated and agreed.

10.6 Copy of Lease to Insurer. Landlord and Tenant must each provide a copy of this Lease to their respective insurers.

SECTION 11. LIABILITY FOR DAMAGE. Each party agrees it is liable to the other for all damage to the property of the other negligently, recklessly, or intentionally caused by that party, or their agents, employees, or invitees.

SECTION 12. INDEMNITY. Tenant agrees to indemnify and hold harmless Landlord, its officers and employees, from and against any and all claims of any kind arising out of or related to Tenant's performance of its obligations in this Lease.

SECTION 13. FIRE AND CASUALTY.

13.1 Partial Destruction of Premises. In the event of a partial destruction or damage of the Leased Premises, which is a business interference which prevents the conducting of a normal business operation and which damage is repairable within sixty (60) days after its occurrences, this Lease will not terminate but the rent for the Leased Premises will be abated during the time of such business interference. In the event of a partial destruction, Landlord will repair such damages within sixty (60) days of its occurrence unless prevented from doing so by acts of God, government regulations, or other causes beyond Landlord's reasonable control.

13.2 Zoning. Should the zoning ordinance of the municipality in which this property is located make it impossible for Landlord to repair or rebuild so that Tenant is not able to conduct its business on the Leased Premises, then such partial destruction will be treated as a total destruction as provided in Section 13.3.

13.3 Total Destruction of Business Use. In the event of a destruction or damage of the Leased Premises that is not the fault of Tenant, including the parking area (if parking area is a part of this Lease) so that Tenant is not able to conduct its business on the Leased Premises or the then current legal use for which the Leased Premises are being used and which damages cannot be repaired within sixty (60) days, this Lease may be terminated at the option of either Landlord or Tenant. Such termination in such event will be affected by written notice of one party to the other, within twenty (20) days after such destruction. Tenant must surrender possession within ten (10) days after such notice issues and each party will be released from all future obligations, and Tenant must pay rent pro rata only to the date of such destruction. In the event of such termination of this Lease, Landlord at its option, may rebuild or not, at its discretion.

SECTION 14. CONDEMNATION.

14.1 Disposition of Awards. Should the whole or any part of the Leased Premises be condemned or taken for any public or quasi-public purpose, each party is entitled to retain, as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such

proportion of said award as may be fair and reasonable.

14.2 Date of Lease Termination. If the whole of the Leased Premises is condemned or taken, Landlord will not be liable to Tenant except and as its rights are preserved in Section 13.1.

SECTION 15. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

15.1 Events of Default.

Each of the following constitutes an event of default by Tenant:

- (1) Failure to pay rent when due;
- (2) Failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to terms of the Lease;
- (3) Abandonment of the Leased Premises. "Abandonment" means Tenant has failed to engage in its usual and customary business activities on the Leased Premises for more than fifteen (15) consecutive business days;
- (4) Institution of voluntary bankruptcy proceedings in which the Court orders relief against Tenant as a debtor; assignment for the benefit of creditors of the interest of Tenant under this Lease; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

15.2 Notice of Default. Landlord must give Tenant a written notice specifying the default and giving Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of Tenant, Tenant must propose an additional period of time in which to remedy the default. Consent to additional time may not be unreasonably withheld by Landlord. Landlord is not required to give Tenant any more than three (3) notices for the same default within any three hundred sixty-five (365) day period.

15.3 Remedies. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following:

- (1) Termination. Landlord may declare this Lease to be terminated and must give Tenant a written notice of such termination. In the event of termination of this Lease, Landlord is entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the Term herein provided, plus all expenses of Landlord in regaining possession of the Leased Premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting.
- (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may

then declare this Lease to be forfeited and must give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Iowa Code.

SECTION 16. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER. If default is made by either party in the performance of, or compliance with, any of the terms or conditions of this Lease, and such default continues for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term or condition, or make good such default and any amount advanced will be repaid forthwith on demand, together with interest at the rate of nine percent (9%) per annum, from date of advance.

SECTION 17. SIGNS. Tenant may not attach, paint, or exhibit any signs on the Leased Premises.

SECTION 18. MECHANIC'S LIENS. Neither Tenant nor anyone claiming by, through, or under Tenant, may file or place any mechanic's liens or other lien of any kind or character whatsoever, upon said Leased Premises or upon any building or improvement thereon, or upon the leasehold interest of Tenant, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs, or any part thereof, may at any time be or become entitled to any lien on the Leased Premises, and for the further security of Landlord, Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service, or labor.

SECTION 19. LANDLORD'S LIEN AND SECURITY INTEREST. Landlord will have, in addition to any lien given by law, a security interest as provided by the Uniform Commercial Code of Iowa, upon all personal property and all substitutions thereof, kept and used on said Leased Premises by Tenant. Landlord may proceed at law or in equity with any remedy provided by law or by this Lease for the recovery of rent, or for termination of this Lease because of Tenant's default in its performance.

SECTION 20. ENVIRONMENTAL.

20.1 Landlord. To the best of Landlord's knowledge to date:

(1) Neither Landlord nor Landlord's former or present tenants are subject to any investigation concerning the Leased Premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters;

(2) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the Leased Premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations;

(3) No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the Leased Premises;

(4) The soil, groundwater, and soil vapor on or under the Leased Premises is free of toxic or hazardous substances; and

(5) Landlord assumes liability and will indemnify and hold Tenant harmless against all liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the Lease which condition is not a result of actions of Tenant or which condition arises after date of execution, but which is not a result of actions of Tenant.

20.2 Tenant. Tenant expressly represents and agrees:

(1) During the Lease Term, Tenant's use of the Leased Premises will not include the use of any hazardous substance without Tenant first obtaining the written consent of Landlord. Tenant understands and agrees that Landlord's consent is at Landlord's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Landlord deems appropriate;

(2) During the Lease Term, Tenant will be fully liable for all costs and expenses related to the use, storage, removal, and disposal of hazardous substances used or kept on the Leased Premises by Tenant, and Tenant must give immediate notice to Landlord of any violation or any potential violation of any environmental regulation, rule, statute, or ordinance relating to the use, storage, or disposal of any hazardous substance;

(3) Tenant, at its sole cost and expense, agrees to remediate, correct, or remove from the Leased Premises any contamination of the property caused by any hazardous substances which have been used or permitted by Tenant on the Leased Premises during any term of this Lease. Remediation, correction, or removal must be in a safe and reasonable manner, and in conformance with all applicable laws, rules, and regulations. Tenant reserves all rights allowed by law to seek indemnity or contribution from any person, other than Landlord, who is or may be liable for any such cost and expense; and

(4) Tenant agrees to indemnify and hold Landlord harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees, engineering and consulting fees, arising out of or in any manner connected with hazardous substances, which are caused or created by Tenant on or after the date of this Lease and during any term of this Lease, including, but not limited to, injury or death to persons or damage to property, and including any diminution of the value of any Leased Premises which may result from the foregoing. This indemnity will survive the cessation, termination, abandonment, or expiration of this Lease.

SECTION 21. SUBSTITUTION OF EQUIPMENT, MERCHANDISE, ETC.

21.1 Tenant's Property. During its tenancy, Tenant has the right to sell or otherwise dispose of any personal property of Tenant situated on the Leased Premises, when in the judgment of Tenant it has become obsolete, outworn, or unnecessary in connection with the operation of the business on the Leased Premises; provided, however, that Tenant must, in such instance (unless no substituted article or item is necessary) at its own expense, substitute for such items a new or other item in substitution thereof, in like or greater value.

21.2 Inventory. Nothing herein contained will be construed as denying Tenant the right to dispose of inventoried merchandise in the ordinary course of Tenant's trade or business.

SECTION 22. RIGHTS CUMULATIVE. The various rights, powers, options, elections, and remedies of either party, provided in this Lease, will be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies, or priorities allowed either party by law, and may in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied, or undischarged.

SECTION 23. NOTICES AND DEMANDS. All notices, demands, or other writings in this Lease provided to be given or made or sent, or that may be given or made or sent, by either party to the other, will be deemed to have been fully given or made or sent when made in writing and deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered, and postage prepaid, and addressed as follows:

TO LANDLORD: City of Dubuque, Iowa
c/o City Manager
City Hall
50 West 13th Street
Dubuque, Iowa 52001

TO TENANT: Harley Pothoff
c/o Dubuque County Board of Supervisors
720 Central Avenue
Dubuque, Iowa 52001

SECTION 24. CONSTRUCTION. Words and phrases herein, including acknowledgment hereof, will be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context.

SECTION 25. COMPLIANCE WITH LAW. During the term of this Lease, Tenant must comply with all laws applicable to Tenant's use of the Leased Premises.

SECTION 26. MISCELLANEOUS.

26.1 Governing Law. It is agreed that this Lease will be governed by, construed, and enforced in accordance with the laws of the State of Iowa.

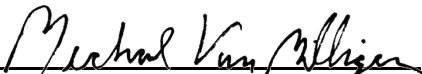
26.2 Paragraph Headings. The titles to the paragraphs of this Lease are solely for the convenience of the parties and will not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease.

26.3 Modification of Agreement. Any modification of this Lease or additional obligation assumed by either party in connection with this Lease will be binding only if evidenced in writing signed by each party or an authorized representative of each party.

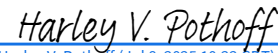
26.4 Parties Bound. This Lease binds and inures to the benefit of and applies to the respective successors and assigns of Landlord and Tenant. All references in this Lease to "Landlord" or "Tenant" will be deemed to refer to and include successors and assigns of Landlord and Tenant without specific mention of such successors or assigns.

SECTION 27. FORCE MAJEURE. A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is prevented, impeded, or hindered, unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control and after the party has taken reasonable steps to avoid or mitigate such event or its consequences (each a "Force Majeure Event") including, without limitation in any way, as the result of any acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes and/or labor disputes, pandemic, epidemic, quarantines, government stay-at-home orders, municipal and other government orders, or other matter beyond the control of such party. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party identifying the Force Majeure Event, explaining how it impacts performance and the estimated duration, identifying the relief requested, agreeing to limit damages to the other party and to immediately resume performance upon termination of the Force Majeure Event, and agreeing to supplement the notice as more information becomes available, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible. No obligation to make a payment required by this Agreement is excused by a Force Majeure Event. The nonperforming party shall not be entitled to any damages or additional payments of any kind for any such delay.

**CITY OF DUBUQUE
LANDLORD**

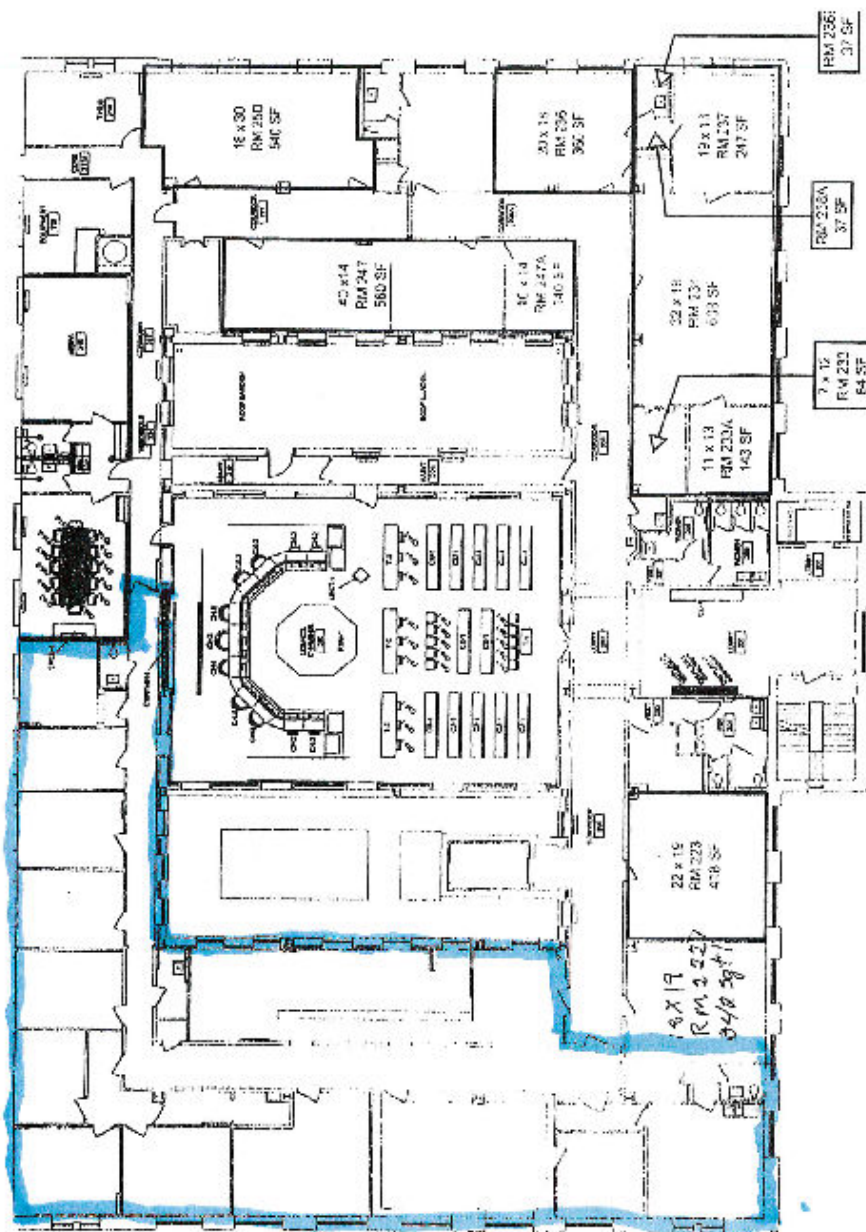
By: 
Michael C. Van Milligen
City Manager

**DUBUQUE COUNTY BOARD OF
SUPERVISORS, TENANT**

By: 

Harley Pothoff
Chairperson

EXHIBIT A
THE LEASED PREMISES



FURNITURE
SECOND FLOOR PLAN
1/8" = 1'-0"



Juvenile Corrections

INSURANCE SCHEDULE A
CITY OF DUBUQUE INSURANCE REQUIREMENTS FOR LESSEES
OF CITY PROPERTY AND RIGHT OF WAY
LICENSEES OR PERMITTEES

INSURANCE SCHEDULE A

1. Dubuque County, Iowa shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the lease, license, or permit commencement. All lessees of City property and right of way licensees or permittees shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Lease Agreement dated July 1, 2021.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. The lessee, licensee, or permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of the lease, license, or permit.
6. All required endorsements shall be attached to certificate.
7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The lessee, licensee, or permittee must identify and list in writing all deviations and exclusions from the ISO form.
8. If lessee's, licensee's, or permittee's limits of liability are higher than the required minimum limits then the lessee's, licensee's, or permittee's limits shall be this agreement's required limits.
9. Lessee, licensee, or permittee shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Lessee, licensee, or permittee agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the lessee, licensee, or permittee.
10. Lessee, license & permittees shall be responsible for deductibles and self-insured retention and for payment of all policy premiums and other costs associated with the insurance policies required below.
11. All certificates of insurance must include agents name, phone number and email address.
12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

INSURANCE SCHEDULE A (Continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others Endorsement.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

If, by Iowa Code Section 85.1A, the lessee, licensee, or permittee is not required to purchase Workers' Compensation Insurance, the lessee, licensee, or permittee shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

INSURANCE SCHEDULE A (Continued)

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☒ No

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

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

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2010. (Ongoing operations) or its equivalent and CG2037(completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.

D) PROPERTY INSURANCE REQUIRED BY LEASE, LICENSE, OR PERMIT

☒ Yes ☐ No

Evidence of property coverage provided: ☐ Yes

Include the City of Dubuque as Lender Loss Payable.

E) RIGHT-OF-WAY WORK ONLY:

UMBRELLA/EXCESS \$1,000,000

☒ Yes ☐ No

The General Liability, Automobile Liability and Workers Compensation insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including Waiver of Subrogation AND Primary and Non-contributory in favor of the City.

F) FLOOD INSURANCE

☐ Yes ☒ No

If Required Coverage \$_____

City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)



City of Dubuque
Engineering Department
City Hall, 50 W 15th Street
(address)
Dubuque, IA 52001
Phone # 563-589-4270

**CITY OF DUBUQUE, IOWA
SHORT FORM
PUBLIC IMPROVEMENT CONTRACT
PROJECTS ESTIMATED AT LESS THAN \$100,000.00**

Check Appropriate Box

- ☒ Estimate under \$25,000.00
☐ Estimate between \$25,000.00 and \$99,999.99

THIS PUBLIC IMPROVEMENT CONTRACT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

Dave Hinz Construction, Inc. (Contractor) at
(Contractor Name)

1106 Cherokee Drive, Dubuque, Iowa 52003
(Contractor's Address - City and State)

PROJECT TITLE: 3RD & MAIN ST. CHAMBER PATIO EXTERIOR PATIO RAILING REPAIRS
(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

CONTRACTOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

Scope of work per attached proposal estimate, dated September 9, 2025.

The work described above shall be completed at the following location(s):

300 Main Street, Dubuque, IA

The Project shall be constructed to the meet the requirements as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Bid or procurement documentation;**
- This Contract;
- All ordinances and resolutions heretofore adopted by the City Council having to do with the Project;
- **The Contractor's Bid or procurement documentation;**
- **Consent Decree Certification Form, if applicable (Exhibit A);**
- **Bond Form, if applicable (Exhibit B);**
- **Plans and Specifications;**
- SUDAS Standard Specifications (Current Edition) including but not limited to Division 1: General Provisions and Covenants and the City of Dubuque Supplemental Specifications – Division 1 (Current Edition);
- General Requirements as adopted by the City Council for the Project;
- **Insurance Schedule F (Exhibit C);** and
- Other _____.

Is the project over \$25,000.00?

☐ Yes ☒ No

If yes, Bond Form is required, see Exhibit B.

3. All materials used by the Contractor in the Project shall be the best of their several kinds and shall be put in place to the satisfaction of the City Manager.
4. The Contractor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Contractor.
5. Three (3%) of the Contract price may be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Manager to pay any claim that may be filed within said time for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that time, as provided in Iowa Code Chapter 573. The City shall also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums shall be held by the City until such claims have been settled, adjudicated or otherwise disposed of.
6. The Contractor has read and understands the Contract and the project description described in Section 1 and the Contract Documents outlined in Section 2 and agrees not to plead misunderstanding or deception.
7. The Contractor shall guarantee for a period of two years and make good any other defect in any part of the Project due to improper construction or material performance notwithstanding the fact that said Project may have been accepted and fully paid for by the City. The guarantee shall commence on the date that the City pays full compensation for the complete performance of this contract.
8. The Contractor shall fully complete the Project under this Contract on or before

October 30, 2025
(DATE)
9. Indemnification from Third Party Claims; Liability for City Damage.

- A. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
- 10. Prior to the commencement of any work on the Project and at all times during the performance of this Contract, the Contractor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule F attached to this Contract as Exhibit C.
 - 11. Contractor will comply with all federal, state, and local laws and regulations in the performance of this Contract.
 - 12. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Contractor.
 - 13. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County
 - 14. The City is exempt from federal excise tax and Iowa sales tax.
 - 15. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the Contractor will indemnify and save harmless the City from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of any patent, copyright, or application.
 - 16. The Contractor agrees not to release any advertising copy mentioning the City or quoting the opinion of any City employee without prior written authorization from the City of Dubuque.
 - 17. Current Safety Data Sheets (SDS), when applicable to the order, will be provided by the Contractor in accordance with all regulations.

19. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the Contractor's proposal, and are not subject to change by reason of any written or verbal statements by the Contractor or by and terms stated in the Contractor's acknowledgment unless same be accepted in writing by the City.
18. The City of Dubuque, State of Iowa and Department of Justice have entered into a Consent Decree requiring the City to complete certain capital improvements pursuant to an established schedule and to comply with certain capital improvements pursuant to an established schedule and to comply with certain reporting and recordkeeping requirements. One of the terms of the Consent Order is for the City to advise contractors whose duties might reasonably include compliance with any provision of the Consent Decree with a copy of the Consent Decree. The City expects its contractors to comply with the Consent Decree and to assist the City in complying with the Consent Decree. As a requirement of this Contract, the Contractor shall execute and return to City Exhibit the Certification Form attached this this Contract as Exhibit A.

- ☐ THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.
- ☒ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT: \$ 19,500.00

CITY OF DUBUQUE, IOWA

CONTRACTOR:

By: Michael Van Milligen 09/18/2025
Michael C. Van Milligen Date
City Manager

Dave Hinz Construction, Inc.
Company Name
By: Dave Hinz 9/18/25
Signature Date
Dave Hinz
Printed Name
Owner
Title

EXHIBIT A
CONSENT DECREE
RELATING TO THE
CITY OF DUBUQUE, IOWA
WATER & RESOURCE RECOVERY CENTER
AND
SEWER COLLECTION SYSTEM

NO CONTRACTOR OR CONSULTANT MAY PERFORM ANY WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SEWER CONNECTION SYSTEM UNLESS A SIGNED COPY OF THIS DOCUMENT IS RETURNED TO THE CITY OF DUBUQUE ENGINEERING DEPARTMENT

The City of Dubuque, Iowa has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action No. Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to perform work required by the Consent Decree.

A copy of the Consent Decree can be found at <http://www.cityofdubuque.org/DocumentCenter/Home/View/3173>. A paper copy is available upon request from the City of Dubuque Engineering Department.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

The Consent Decree also provides that until five years after the termination of the Consent Decree, the City shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention requirement shall apply regardless of any contrary City, corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States or the State, the City shall provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City shall notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City shall deliver any such documents, records, or other information to the EPA or IDNR.

Certification by Contractor or Consultant

The undersigned, on behalf of the Contractor or Consultant, with full authority to act on behalf of the Contractor or Consultant, certifies to the City of Dubuque as follows:

1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action No. Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.

2. All work performed will be in conformity with the provisions of the Consent Decree.

3. All documents, reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.

The Contractor or Consultant agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's or Consultant's failure to comply with the Consent Decree.

Contractor or Consultant: _____

By: _____

Its: _____

Date: _____

Return signed copy to:

Engineering Department
50 W. 13th Street
Dubuque IA 52001

EXHIBIT B

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal") and _____, as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ dollars (\$_____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 20____, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following project in accordance with the Contract Documents, and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. The Contract _____ Documents _____ for _____ Project detail the following _____ described _____ improvements:

INSERT PROJECT DESCRIPTION
(Use description from Notice to Bidders)

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the project, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract Documents within the period of two (2) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship, equipment installed, or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's Contract herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time authorized in approved change orders to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, authorized in approved change orders which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase;
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the agreed damage penalty is being charged against the Contractor.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five (5) years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (125%) of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. _____

Witness our hands, this _____ day of _____, 20__.

SURETY COUNTERSIGNED BY:

Signature of Agent

Printed Name of Agent

Company Address

City, State, Zip Code

Company Telephone Number

By: _____
Signature

Printed Name

Title

FORM APPROVED BY:

Representative for Owner

PRINCIPAL:

Contractor

SURETY:

Surety Company

By: _____
Signature Attorney-in-Fact Officer

Printed Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

EXHIBIT C

INSURANCE SCHEDULE F

Class A:

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

Class B:

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

Class C:

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

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project # 5521000052 Project name: 3rd & Main Street Chamber Patio Railing or Project Location at 300 Main Street, Dubuque, IA or construction of 3rd & Main Street Chamber Patio Railing Repair Project.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate required shall be furnished to the Engineering Department of the City of Dubuque.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

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

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

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

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

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

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

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

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

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

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

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

E) POLLUTION LIABILITY

Coverage required: ___ Yes X No

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

Each Occurrence \$2,000,000

Policy Aggregate

\$4,000,000

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

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ___ Yes ☒ No

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

Railroad Protective Liability:

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

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

AND

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

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

DAVE HINZ CONSTRUCTION, INC.

Estimate

106 Cherokee Drive
Dubuque, IA 52003-7102

Cell: (563) 590-5971

Proposal Submitted To

Attn: Bob Schiesl
City of Dubuque

Email

Bschiesl@cityofdubuque.org

Date

September 9, 2025

Street

50 West 13th Street

City, State and Zip Code

Dubuque, IA 52001

Architect

N/A

Date of Plans

N/A

Estimate Only - Re: Chamber Building Railings

Labor and materials to remove and repair four (4) sections of railing on patio deck and railing on pedestrian bridge located at the Chamber Building on 3rd & Main Street.

Sandblast, prime, and powder coat railing.

Weld stainless steel post extensions and stainless steel plates on posts.

Install with stainless steel bolts and epoxy anchors to prevent rusting at concrete contact.

\$19,500.00

Prices subject to change if not accepted in 15 days.



City of Dubuque
Engineering Department
City Hall, 50 W 15th Street
(address)
Dubuque, IA 52001
Phone # 563-589-4270

**CITY OF DUBUQUE, IOWA
SHORT FORM
PUBLIC IMPROVEMENT CONTRACT
PROJECTS ESTIMATED AT LESS THAN \$100,000.00**

Check Appropriate Box

- ☒ Estimate under \$25,000.00
☐ Estimate between \$25,000.00 and \$99,999.99

THIS PUBLIC IMPROVEMENT CONTRACT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

Manders Quality Concrete (Contractor) at
(Contractor Name)

11243 Oakland Farms Road, Dubuque, Iowa 52003
(Contractor's Address - City and State)

PROJECT TITLE: 3RD & MAIN ST. CHAMBER PATIO EXTERIOR PATIO CONCRETE REPLACEMENT
(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

CONTRACTOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

Scope of work per attached proposal Est0270, dated September 1, 2025.

The work described above shall be completed at the following location(s):

300 Main Street, Dubuque, IA

The Project shall be constructed to the meet the requirements as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Bid or procurement documentation;**
- This Contract;
- All ordinances and resolutions heretofore adopted by the City Council having to do with the Project;
- **The Contractor's Bid or procurement documentation;**
- **Consent Decree Certification Form, if applicable (Exhibit A);**
- **Bond Form, if applicable (Exhibit B);**
- **Plans and Specifications;**
- SUDAS Standard Specifications (Current Edition) including but not limited to Division 1: General Provisions and Covenants and the City of Dubuque Supplemental Specifications – Division 1 (Current Edition);
- General Requirements as adopted by the City Council for the Project;
- **Insurance Schedule F (Exhibit C);** and
- Other _____.

Is the project over \$25,000.00?

☐ Yes ☒ No

If yes, Bond Form is required, see Exhibit B.

3. All materials used by the Contractor in the Project shall be the best of their several kinds and shall be put in place to the satisfaction of the City Manager.
4. The Contractor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Contractor.
5. Three (3%) of the Contract price may be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Manager to pay any claim that may be filed within said time for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that time, as provided in Iowa Code Chapter 573. The City shall also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums shall be held by the City until such claims have been settled, adjudicated or otherwise disposed of.
6. The Contractor has read and understands the Contract and the project description described in Section 1 and the Contract Documents outlined in Section 2 and agrees not to plead misunderstanding or deception.
7. The Contractor shall guarantee for a period of two years and make good any other defect in any part of the Project due to improper construction or material performance notwithstanding the fact that said Project may have been accepted and fully paid for by the City. The guarantee shall commence on the date that the City pays full compensation for the complete performance of this contract.
8. The Contractor shall fully complete the Project under this Contract on or before
_____ October 30, 2025 _____
(DATE)
9. Indemnification from Third Party Claims; Liability for City Damage.

- A. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
- 10. Prior to the commencement of any work on the Project and at all times during the performance of this Contract, the Contractor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule F attached to this Contract as Exhibit C.
 - 11. Contractor will comply with all federal, state, and local laws and regulations in the performance of this Contract.
 - 12. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Contractor.
 - 13. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County
 - 14. The City is exempt from federal excise tax and Iowa sales tax.
 - 15. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the Contractor will indemnify and save harmless the City from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of any patent, copyright, or application.
 - 16. The Contractor agrees not to release any advertising copy mentioning the City or quoting the opinion of any City employee without prior written authorization from the City of Dubuque.
 - 17. Current Safety Data Sheets (SDS), when applicable to the order, will be provided by the Contractor in accordance with all regulations.

19. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the Contractor's proposal, and are not subject to change by reason of any written or verbal statements by the Contractor or by and terms stated in the Contractor's acknowledgment unless same be accepted in writing by the City.
18. The City of Dubuque, State of Iowa and Department of Justice have entered into a Consent Decree requiring the City to complete certain capital improvements pursuant to an established schedule and to comply with certain capital improvements pursuant to an established schedule and to comply with certain reporting and recordkeeping requirements. One of the terms of the Consent Order is for the City to advise contractors whose duties might reasonably include compliance with any provision of the Consent Decree with a copy of the Consent Decree. The City expects its contractors to comply with the Consent Decree and to assist the City in complying with the Consent Decree. As a requirement of this Contract, the Contractor shall execute and return to City Exhibit the Certification Form attached this this Contract as Exhibit A.

- ☐ THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.
- ☒ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT: \$ 17,226.00

CITY OF DUBUQUE, IOWA

CONTRACTOR:

By: Michael Van Milligen 09/18/2025
Michael C. Van Milligen Date
City Manager

Manders Quality Concrete
Company Name
By: Jeff Manders 9-12-25
Signature Date

Jeff Manders
Printed Name

Owner
Title

EXHIBIT A
CONSENT DECREE
RELATING TO THE
CITY OF DUBUQUE, IOWA
WATER & RESOURCE RECOVERY CENTER
AND
SEWER COLLECTION SYSTEM

NO CONTRACTOR OR CONSULTANT MAY PERFORM ANY WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SEWER CONNECTION SYSTEM UNLESS A SIGNED COPY OF THIS DOCUMENT IS RETURNED TO THE CITY OF DUBUQUE ENGINEERING DEPARTMENT

The City of Dubuque, Iowa has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action No. Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to perform work required by the Consent Decree.

A copy of the Consent Decree can be found at <http://www.cityofdubuque.org/DocumentCenter/Home/View/3173>. A paper copy is available upon request from the City of Dubuque Engineering Department.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

The Consent Decree also provides that until five years after the termination of the Consent Decree, the City shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention requirement shall apply regardless of any contrary City, corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States or the State, the City shall provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City shall notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City shall deliver any such documents, records, or other information to the EPA or IDNR.

Certification by Contractor or Consultant

The undersigned, on behalf of the Contractor or Consultant, with full authority to act on behalf of the Contractor or Consultant, certifies to the City of Dubuque as follows:

1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action No. Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.

2. All work performed will be in conformity with the provisions of the Consent Decree.

3. All documents, reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.

The Contractor or Consultant agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's or Consultant's failure to comply with the Consent Decree.

Contractor or Consultant: _____

By: _____

Its: _____

Date: _____

Return signed copy to:

Engineering Department
50 W. 13th Street
Dubuque IA 52001

EXHIBIT B

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal") and _____, as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ dollars (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 20____, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following project in accordance with the Contract Documents, and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. The Contract _____ Documents _____ for _____ Project detail the following _____ described _____ improvements:

INSERT PROJECT DESCRIPTION
(Use description from Notice to Bidders)

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the project, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract Documents within the period of two (2) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship, equipment installed, or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's Contract herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time authorized in approved change orders to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, authorized in approved change orders which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase;
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the agreed damage penalty is being charged against the Contractor.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five (5) years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (125%) of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. _____

Witness our hands, this _____ day of _____, 20__.

SURETY COUNTERSIGNED BY:

Signature of Agent

Printed Name of Agent

Company Address

City, State, Zip Code

Company Telephone Number

By: _____
Signature

Printed Name

Title

FORM APPROVED BY:

Representative for Owner

PRINCIPAL:

Contractor

SURETY:

Surety Company

By:_____
Signature Attorney-in-Fact Officer

Printed Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

EXHIBIT C

INSURANCE SCHEDULE F

Class A:

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

Class B:

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

Class C:

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

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project # 5521000052 Project name: 3rd & Main Street Chamber Exterior Patio or Project Location at 300 Main Street, Dubuque, IA or construction of 3rd & Main Street Chamber Exterior Patio Concrete Replacement Project.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate required shall be furnished to the Engineering Department of the City of Dubuque.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

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

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

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

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

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

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

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

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

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

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

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

E) POLLUTION LIABILITY

Coverage required: ___ Yes ☒ No

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

Each Occurrence \$2,000,000

Policy Aggregate

\$4,000,000

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

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ___ Yes ☒ No

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

Railroad Protective Liability:

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

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

AND

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

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN



Manders Quality Concrete

11243 Oakland Farms Road
Dubuque, IA
52003
(563) 590-2351
crete@yousq.net

ESTIMATE
EST0270

DATE
Sep 1, 2025

TOTAL
USD \$17,226.00

TO
City of Dubuque - Chris Lyons

DESCRIPTION	RATE	QTY	AMOUNT
3" Topping	\$15.00	254	\$3,810.00
• Remove & Replace			
• 8' x 31' = 254 sqft x \$15.00			
Build Safety Rail	\$2,440.00	1	\$2,440.00
•			
Remove & Replace Topping	\$14.00	784	\$10,976.00
• 11'2" x 70' = 784 sqft x \$14.00			
SUBTOTAL			\$17,226.00
TAX (0%)			\$0.00
TOTAL			USD \$17,226.00

NOT INCLUDED IN THIS ESTIMATE: Rail Installation and waterproofing if needed



Page 525 of 1264

2. Contract Documents shall mean and include the following where applicable:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Bid or procurement documentation;**
- This Contract;
- All ordinances and resolutions heretofore adopted by the City Council having to do with the Project;
- **The Contractor's Bid or procurement documentation;**
- **Consent Decree Certification Form, if applicable (Exhibit A);**
- **Bond Form, if applicable (Exhibit B);**
- **Plans and Specifications;**
- SUDAS Standard Specifications (Current Edition) including but not limited to Division 1: General Provisions and Covenants and the City of Dubuque Supplemental Specifications – Division 1 (Current Edition);
- General Requirements as adopted by the City Council for the Project;
- **Insurance Schedule F (Exhibit C);** and
- Other _____.

Is the project over \$25,000.00?

☐ Yes ☒ No

If yes, Bond Form is required, see Exhibit B.

3. All materials used by the Contractor in the Project shall be the best of their several kinds and shall be put in place to the satisfaction of the City Manager.
4. The Contractor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Contractor.
5. Three (3%) of the Contract price may be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Manager to pay any claim that may be filed within said time for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that time, as provided in Iowa Code Chapter 573. The City shall also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums shall be held by the City until such claims have been settled, adjudicated or otherwise disposed of.
6. The Contractor has read and understands the Contract and the project description described in Section 1 and the Contract Documents outlined in Section 2 and agrees not to plead misunderstanding or deception.
7. The Contractor shall guarantee for a period of two years and make good any other defect in any part of the Project due to improper construction or material performance notwithstanding the fact that said Project may have been accepted and fully paid for by the City. The guarantee shall commence on the date that the City pays full compensation for the complete performance of this contract.
8. The Contractor shall fully complete the Project under this Contract on or before
_____ **October 30, 2025** _____
(DATE)
9. Indemnification from Third Party Claims; Liability for City Damage.

- A. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
- 10. Prior to the commencement of any work on the Project and at all times during the performance of this Contract, the Contractor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule F attached to this Contract as Exhibit C.
 - 11. Contractor will comply with all federal, state, and local laws and regulations in the performance of this Contract.
 - 12. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Contractor.
 - 13. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County
 - 14. The City is exempt from federal excise tax and Iowa sales tax.
 - 15. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the Contractor will indemnify and save harmless the City from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of any patent, copyright, or application.
 - 16. The Contractor agrees not to release any advertising copy mentioning the City or quoting the opinion of any City employee without prior written authorization from the City of Dubuque.
 - 17. Current Safety Data Sheets (SDS), when applicable to the order, will be provided by the Contractor in accordance with all regulations.

19. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the Contractor's proposal, and are not subject to change by reason of any written or verbal statements by the Contractor or by and terms stated in the Contractor's acknowledgment unless same be accepted in writing by the City.
18. The City of Dubuque, State of Iowa and Department of Justice have entered into a Consent Decree requiring the City to complete certain capital improvements pursuant to an established schedule and to comply with certain capital improvements pursuant to an established schedule and to comply with certain reporting and recordkeeping requirements. One of the terms of the Consent Order is for the City to advise contractors whose duties might reasonably include compliance with any provision of the Consent Decree with a copy of the Consent Decree. The City expects its contractors to comply with the Consent Decree and to assist the City in complying with the Consent Decree. As a requirement of this Contract, the Contractor shall execute and return to City Exhibit the Certification Form attached this this Contract as Exhibit A.

- ☐ THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.
- ☒ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT: \$ 4,070.00

CITY OF DUBUQUE, IOWA

CONTRACTOR:

By: Michael C. Van Milligen 09/18/2025
Michael C. Van Milligen Date
City Manager

Geisler Brothers Co.
Company Name

By: Bryce Nannenga 9-11-2025
Signature Date

Bryce Nannenga
Printed Name

Roofing Manager
Title

EXHIBIT A
CONSENT DECREE
RELATING TO THE
CITY OF DUBUQUE, IOWA
WATER & RESOURCE RECOVERY CENTER
AND
SEWER COLLECTION SYSTEM

NO CONTRACTOR OR CONSULTANT MAY PERFORM ANY WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SEWER CONNECTION SYSTEM UNLESS A SIGNED COPY OF THIS DOCUMENT IS RETURNED TO THE CITY OF DUBUQUE ENGINEERING DEPARTMENT

The City of Dubuque, Iowa has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action No. Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to perform work required by the Consent Decree.

A copy of the Consent Decree can be found at <http://www.cityofdubuque.org/DocumentCenter/Home/View/3173>. A paper copy is available upon request from the City of Dubuque Engineering Department.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

The Consent Decree also provides that until five years after the termination of the Consent Decree, the City shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention requirement shall apply regardless of any contrary City, corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States or the State, the City shall provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City shall notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City shall deliver any such documents, records, or other information to the EPA or IDNR.

Certification by Contractor or Consultant

The undersigned, on behalf of the Contractor or Consultant, with full authority to act on behalf of the Contractor or Consultant, certifies to the City of Dubuque as follows:

1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action No. Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.

2. All work performed will be in conformity with the provisions of the Consent Decree.

3. All documents, reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.

The Contractor or Consultant agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's or Consultant's failure to comply with the Consent Decree.

Contractor or Consultant: _____

By: _____

Its: _____

Date: _____

Return signed copy to:

Engineering Department
50 W. 13th Street
Dubuque IA 52001

EXHIBIT B

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal") and _____, as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ dollars (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 20____, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following project in accordance with the Contract Documents, and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. The Contract Documents for following _____ Project detail the described improvements:

INSERT PROJECT DESCRIPTION
(Use description from Notice to Bidders)

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the project, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract Documents within the period of two (2) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship, equipment installed, or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's Contract herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time authorized in approved change orders to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, authorized in approved change orders which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase;
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the agreed damage penalty is being charged against the Contractor.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five (5) years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (125%) of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. _____

Witness our hands, this _____ day of _____, 20__.

SURETY COUNTERSIGNED BY:

Signature of Agent

Printed Name of Agent

Company Address

City, State, Zip Code

Company Telephone Number

By: _____
Signature

Printed Name

Title

FORM APPROVED BY:

Representative for Owner

PRINCIPAL:

Contractor

SURETY:

Surety Company

By: _____
Signature Attorney-in-Fact Officer

Printed Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

EXHIBIT C

INSURANCE SCHEDULE F

Class A:

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

Class B:

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

Class C:

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

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project # 5521000052 Project name: 3rd & Main Street Chamber Exterior Patio or Project Location at 300 Main Street, Dubuque, IA or construction of 3rd & Main Street Chamber Patio Waterproofing Membrane.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate required shall be furnished to the Engineering Department of the City of Dubuque.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

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

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

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

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

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

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

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

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

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

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

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

E) POLLUTION LIABILITY

Coverage required: ___ Yes X No

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

Each Occurrence \$2,000,000

Policy Aggregate

\$4,000,000

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

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ___ Yes ☒ No

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

Railroad Protective Liability:

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

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

AND

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

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN



GEISLER BROTHERS CO.

Established 1892

1500 Radford Road • Dubuque, Iowa 52002
Phone 563-583-7363 • FAX 563-583-7365

City of Dubuque
City Hall, 50 W 13th Street
Dubuque, Iowa 52001
Attn: Robert

September 9, 2025

Re: 90 mil. EPDM Membrane

Geisler Brothers Co. proposes to furnish all labor, material and fees necessary to complete the following,

Furnish and install approximately 900 S.F. of 90mil EPDM membrane under the poured concrete topping provided by others.

Complete For \$4,070.00

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. Geisler Brothers Co. is authorized to proceed with the work as specified.

Signature of Owner or Contractor: _____ Date: _____

Thank you for allowing us to quote this project.
Respectfully Submitted,

Bryce Nannenga
Project Manager/Estimator

This quote is honored for thirty days.

HEATING • AIR CONDITIONING • ROOFING • SHEET METAL

HY-VEE VACCINATION AGREEMENT

City of Dubuque THIS AGREEMENT ("Agreement") is made by and between HY-VEE, INC. ("Hy-Vee") and ("Company") (each hereinafter a "Party" and collectively the "Parties") on the date of the last party to sign below ("Effective Date"). In consideration of the mutual terms, covenants and conditions set forth in this Agreement, the Parties agree as follows:

1. **Vaccination Program.** Company desires to arrange for the provision of influenza vaccinations for Company employees and/or Company's employee's dependents (hereinafter "**Participants**") at various Hy-Vee Pharmacy locations or on-site at the Company's worksite locations (the "**Vaccination Program**") as mutually agreed between the parties. Each on-site clinic requires a minimum of twenty-five (25) Participants. The parties will work together to determine the dates and hours required for each on-site clinic with the understanding each provider can only administer twenty-five (25) vaccinations per hour. Company will notify Hy-Vee who is eligible to participate in the Vaccination Program in advance.
2. **Participant Obligations.** Participants will be required to produce documentation prior to receiving a vaccine. Participants must identify themselves as employees or dependents in order to receive a vaccine. Participants who receive vaccinations pursuant to the Vaccination Program will not be required to pay Hy-Vee for such vaccination. Participants may also be asked to sign a consent form for the administration of the vaccination.
3. **Hy-Vee Obligations.** Hy-Vee agrees to provide: (a) equipment and supplies necessary to perform the Vaccination Program and (b) legally authorized providers for the Vaccination Program.
4. **Payment by Company.** Company will be responsible for all vaccinations redeemed by the Participants. In exchange for the influenza vaccinations Hy-Vee provides to Participants pursuant to the Vaccination Program, Company agrees to pay Hy-Vee:
 - a. If Company elects to be directly billed for the vaccinations, Company will be billed the following:
 - i. \$35 for each Participant who receives an influenza vaccine if number of Participants is 49 or less
 - ii. \$32 for each Participant who receives an influenza vaccine if number of Participants is 50-99
 - iii. \$30 for each Participant who receives an influenza vaccine if number of Participants is 100 or more
 - iv. Hy-Vee shall prepare and deliver to Company an invoice documenting the Vaccinations provided. Company agrees to pay the invoice within thirty (30) days. Any payment not received within thirty (30) days from the date of the invoice will incur interest of 1.5% per month on the late payment amount.
 - b. If Participant is 65 years old or older or requires an egg-free vaccine, Hy-Vee will administer the high dose or egg-free flu shot which is a cost of \$107.99 for high dose and \$56.99 for egg-free for each Participant who receives the applicable influenza vaccine. Medicare may be billed at the option of Participant/Company.
 - c. If Company elects to bill Company's insurance, Hy-Vee will bill the insurance at Hy-Vee's usual and customary price of \$44.99 for each Participant who receives an influenza vaccine. Participant will be responsible for any co-pay. In the event of no insurance benefit, the Participant or Company will pay Hy-Vee's usual and customary price for each Participant who receives an influenza vaccine.
5. **Term and Termination.** This Agreement shall remain in effect for one (1) year from the Effective Date unless earlier terminated. Either Party may terminate this Agreement at any time by providing thirty (30) days' prior written notice to the other Party. In such event, termination shall be effective thirty (30) days after the date of the notice without further notice or action. Upon termination of this Agreement, neither Party shall have any further obligation under this Agreement except for obligations accruing prior to the date of termination, including amounts due under this Agreement, indemnification provisions, confidentiality provisions, and other covenants that expressly or by operation of law extend beyond termination of this Agreement.
6. **Miscellaneous.**

- a. **Intellectual Property.** All Intellectual Property developed for the Vaccination Program shall be the sole and exclusive property of Hy-Vee. Intellectual Property means all inventions (whether or not patented), patents, discoveries, business processes and know-how, including trade secrets, computer programs (including software, systems, databases, and structure), trademarks, copyrights, forms, and works of authorship.
- b. **Use of Hy-Vee Name; Media.** Company shall not use Hy-Vee's name, trademarks, services marks, logos, or any description that would reveal Hy-Vee's identity in any way, including, but not limited to, any advertisements, press release, announcements, or materials of a public or promotional nature, nor make any public reference to this Agreement without first obtaining Hy-Vee's written permission, which may be withheld in Hy-Vee's sole discretion. Company agrees to not negatively reference or disparage Hy-Vee. Company shall not respond to any inquiry from the press or media concerning the parties' relationship and Company shall refer all such inquiries to Hy-Vee for response. Notwithstanding the foregoing, Company may use Hy-Vee's name in flyers and notifications directing Participants where and how to get vaccinations.
- c. **Confidentiality.** Company will hold confidential all business and/or technical information of Hy-Vee with which Company, its employees and agents come into contact with during this Agreement, including the terms, conditions and rates herein. Company will not disclose such information without Hy-Vee's prior written consent, except to the extent required by court order, by some other governmental directive or requirement, or for the defense of Company against claims or liabilities, but not without giving notice to Hy-Vee of such required disclosure and cooperating with any efforts by Hy-Vee to secure the confidential treatment of the same before disclosure.
- d. **Indemnification/Insurance/Liability.** Each party agrees to hold the other harmless from any loss, claim or damage arising from the negligence or willful misconduct of its employees or agents or arising from a Party's failure to perform any obligation under this Agreement. Throughout the term of this Agreement, each party will maintain general liability and professional liability (Hy-Vee only) insurance policies of at least \$1,000,000 per event or occurrence and \$3,000,000 in the aggregate. Neither Party will be liable to the other for any indirect or consequential damages, including without limitations, damages for loss for business profits, business interruption, loss of business information, or other pecuniary loss, arising out of the Party's performance or non-performance pursuant to this Agreement.
- e. **Compliance with Laws.** Both Parties represent and warrant to each other that they will exercise their rights and perform their obligations with respect to this Agreement in compliance with all applicable laws. The Parties understand that Hy-Vee is a covered entity, as defined by the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, and all implementing regulations of these acts (collectively referred to as "HIPAA"). Accordingly, Hy-Vee is not permitted to share any protected health information about the Participants with Company. The Parties agree that any data resulting from the Vaccination Program provided hereunder may only be shared with the Company if it is de-identified in accordance with HIPAA's de-identification standards set forth in 45 C.F.R. 514 or if the proper consents and releases for disclosure are obtained.
- f. **Change in Applicable Laws.** The Parties agree that they have attempted in good faith to structure this Agreement and their relationship in a way that complies with all applicable laws, regulations and requirements relating to the business of health care. In the event that any applicable laws, regulations or requirements are amended or modified so that the Agreement or any material term or condition of the Agreement becomes illegal or unlawful, the Parties agree that they will negotiate in good faith to create another arrangement which approximates the legal equivalent of this Agreement, but is in compliance with such change in the law.
- g. **Governing Law.** The laws of the State of Iowa, without regard to choice of law principles, govern all matters arising out of or related to this Agreement.
- h. **Assignment.** This Agreement may not be assigned by either Party without the express written consent of the other Party. Such written consent, if given, shall not in any manner relieve the assignor from liability for the performance of this Agreement by its assignee.

- i. **Amendment.** The Parties may not amend this Agreement except in writing executed by both Parties. The terms of such an amendment shall apply as of the effective date of such amendment, unless the amendment specifies otherwise.
- j. **Independent Contractor.** The parties to this Agreement understand and agree that their relationship is that of independent contractors. Nothing contained herein shall be construed or implied to create a partnership of joint venture or agency between the parties.
- k. **Notice.** Any Party giving any notice required under this Agreement shall use one of the following methods of delivery: (a) US-recognized overnight courier, with such notice effective at the time of delivery; (b) postage prepaid by US registered or certified mail, return receipt requested, with such notice effective upon receipt or upon the date that delivery is attempted and refused; or (c) delivered personally, with such notice effective upon delivery. Either Party may designate another notice address in a notice given pursuant to this section.

If to Hy-Vee:

Hy-Vee, Inc., d/b/a Hy-Vee Pharmacy
5820 Westown Parkway
West Des Moines, IA 50266

If to Company:

City of Dubuque
32 W 13th Street
Dubuque IA 52001

- l. **Entire Agreement.** This Agreement constitutes the entire expression of the Parties' agreement with regard to the subject matter of this Agreement. All prior and contemporaneous negotiations and agreements between the Parties with regard to the subject matter of this Agreement are expressly merged into and superseded by this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Party agrees to the terms and conditions of this Agreement, and acknowledges the existence of consideration to make this Agreement a valid and binding legal obligation.

HY-VEE, INC.

COMPANY

By: Whitney Blaser

By: Michael Van Milligen

Name/Title: Whitney Blaser, PharmD
BCPS

Name/Title: Michael C. Van Milligen, City Manager

Date: 9-16-25

Date: 09/18/2025

By: _____

Name/Title: _____

Date: _____



City of Dubuque
Dept: Fire
50 W. 13th Street
Dubuque, IA 52001
Phone # 563-589-4160

**CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and Westphal & Company, Inc. DBA: Globalcom Technologies (Vendor) at
(Vendor Name)
750 Cedar Cross Rd, Dubuque, Iowa 52003
(Vendor Address - City and State)

PROJECT TITLE: Maintenance on door access card readers at 6 fire stations
(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

Maintenance on door access card readers at 6 fire stations

The work described above shall be completed at the following location(s):

Fire Headquarters (11 W. 9th St), Station 2 (2180 JFK Rd), Station 3 (3155 Central Ave.), Station 4 (1697 University Ave),
Station 5 (689 S. Grandview), Station 6 (1500 Rhomberg)

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal;**
- **Plans and Specifications;**
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A);** and
- **Insurance Schedule G for Vendors (Exhibit B) or Insurance Schedule J for Professional Services (Exhibit C).**
Check Appropriate Box
 - ☒ Insurance Schedule G – Vendors
 - ☐ Insurance Schedule J – Professional Services
- Other: _____

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.

4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.

5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.

6. The Vendor shall fully complete the Project under this Contract on or before

June 30, 2026

(DATE)

7. Indemnification; Liability for City Damage

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

B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.

8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule G or Insurance Schedule J attached to this Contract.

Check Appropriate Box

- ☒ Insurance Schedule G – Vendors
☐ Insurance Schedule J – Professional Services

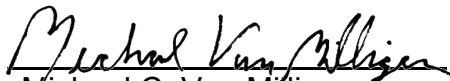
9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.
10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.
11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.
12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

Upon the completion of this Contract, and the acceptance of the Project by the City Manager, the City agrees to pay the Vendor as full compensation for the complete performance of this Contract, the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT \$ Up to \$5,000.00

CITY OF DUBUQUE, IOWA

By:  09/18/2025
Michael C. Van Milligen
City Manager Date

VENDOR:

Westphal & Company, Inc. DBA: Globalcom Technologies
Company Name

By: Mark J. McCluskey Digitally signed by Mark J. McCluskey
Date: 2025.09.09 08:10:47 -05'00' 9/9/2025
Signature Date

Mark J. McCluskey
Printed Name

CFO
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.
2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.
3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.
4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.
5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.
6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.
7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.
8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.
9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.
10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.

11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.
12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.
14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE G

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

INSURANCE SCHEDULE G (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others endorsement.
- 7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

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

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

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

D) PROFESSIONAL LIABILITY \$1,000,000

Coverage required: ☐ Yes ☐ No

If the required policy provides claims-made coverage:

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

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

Coverage required: ☐ Yes ☐ No

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

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

Coverage required: ☐ Yes ☐ No

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
 2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
 3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
 4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.
- No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

City of Dubuque
Parks & Recreation Department
2200 Bunker Hill Rd
(address)
Dubuque, IA 52001
Phone # 563-589-4317

**CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

(Vendor) at Paulson Electric

(Vendor Name)

685 Century Dr./PO Box 1625 Dubuque, Iowa 52004-1625

(Vendor Address - City and State)

PROJECT TITLE: ELECTRICAL

(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

Parts and Service

The work described above shall be completed at the following location(s):

Various city properties managed by the Parks & Recreation Department

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa

and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following **WHERE APPLICABLE:**

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal;**
- **Plans and Specifications;**
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A);** and
- **INSURANCE – Please include one applicable Insurance Schedule:**
 - **Insurance Schedule F for General Artisan or Trade Contractors or Subcontractors (Exhibit B)**
 - **Insurance Schedule G for Vendors (Exhibit C)**
 - **Insurance Schedule J for Professional Services (Exhibit D)**

Check Appropriate Box

☒ Insurance Schedule F – General Artisan or Trade Contractors or Subcontractors

☐ Insurance Schedule G – Vendors

☐ Insurance Schedule J – Professional Services

- Other:

-
3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.
4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.
5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.
6. The Vendor shall fully complete the Project under this Contract on or before
JUNE 30, 2026 (date)

7. Indemnification; Liability for City Damage

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from, and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule as indicated above and attached hereto.
 9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.
 10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.
 11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.
 12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT \$ 5000.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 09/18/2025
Michael C. Van Milligen
City Manager
Date

VENDOR:

Paulson Electric
Company Name
By: Karla Schmerbach 9/17/2025
Signature Date
Karla Schmerbach
Printed Name
Administration
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.
2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.
3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.
4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.
5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.
6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.
7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.
8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.
9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.
11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.
12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.
14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE F

Class A:

Asbestos Removal
Asphalt Paving
Concrete
Construction Managers
Cranes
Culverts
Decking
Demolition
Deconstruction
Earthwork
Electrical
Elevators

Fiber Optics
Fire Protection
Fireproofing
General Contractors
HVAC
Mechanical
Paving & Surfacing
Piles & Caissons
Plumbing
Retaining Walls
Reinforcement
Roofing

Sanitary Sewers
Sheet Metal
Site Utilities
Shoring
Special construction
Steel
Storm sewers
Structural Steel
Trails
Tunneling
Water main

Class B:

Chemical Spraying
Doors, Window &
Glazing
Drywall Systems
Fertilizer Application
Geotech Boring
Insulation
Finish Carpentry

Landscaping
Masonry
Vehicular Snow Removal
Painting & Wall Covering
Pest Control
Scaffolding
Sidewalks
Plastering

Rough Carpentry
Stump Grinding
Tank Coating
Tree Removal
Tree Trimming
Tuckpointing
Waterproofing
Well Drilling

Class C:

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

INSURANCE SCHEDULE F (continued)

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

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

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

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

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

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

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

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

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

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

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

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

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

E) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

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

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

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

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ☐ Yes ☐ No

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

Railroad Protective Liability:

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

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

AND

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

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. **Nonwaiver of Governmental Immunity.** The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. **Claims Coverage.** The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. **Assertion of Government Immunity.** The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.
4. **Non-Denial of Coverage.** The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
TrueNorth
PO Box 1863
500 First Street SE
Cedar Rapids IA 52406-1863

CONTACT NAME: TrueNorth Risk Management

PHONE (A/C, No, Ext): 319-366-2723

FAX (A/C, No): 877-810-6374

E-MAIL ADDRESS: certs@truenorthcompanies.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: United Fire & Casualty Company

13021

INSURER B: Westchester Surplus Lines Insurance Company

10172

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Paulson Electric Co of Dubuque
P O Box 1625
Dubuque IA 52004-1625

PAULELE-02

COVERAGES

CERTIFICATE NUMBER: 1208161488

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC OTHER:		60456815	2/1/2025	2/1/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		60456815	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$0		60456815	2/1/2025	2/1/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	30302864	2/1/2025	2/1/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A B	Professional Liability Pollution Liability		60456815 CPL100007001	2/1/2025 3/13/2025	2/1/2026 2/1/2026	Each Claim 1,000,000 Aggregate 2,000,000 Each Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If Yes is indicated above for add'l insd forms Gen Liab Form #CG7201 (premises and completed operations applies), Auto Liab CA7109 applies. If Yes is indicated above for waiver of subrogation forms Gen Liab #CG7201 Auto Liab #CA7109 and WC #WC000313 04/84 applies. Coverage is extended for work performed and required under written contract with the above named insured.

Excess/Umbrella liability extends over the Commercial General Liability, Automobile Liability and Workers Compensation Employer's Liability only. Waiver of subrogation applies in favor of the City of Dubuque per attached endorsement.

CERTIFICATE HOLDER

CANCELLATION

City of Dubuque
Parks & Recreation Department
2200 Bunker Hill Rd
Dubuque IA 52001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on _____ at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. 30302864 of the _____
(NAME OF INSURANCE COMPANY)

issued to Paulson Electric Co, Inc.

Premium \$ _____

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom the insured has agreed, in a written contract or agreement executed prior to the accident or loss, that this right will be waived for work performed by you for that person or organization.



City of Dubuque
Public Works Department
925 Kerper Ct
(address)
Dubuque, IA 52001
Phone # 563-589-4250

**CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

(Vendor) at Elevated Landwrx

(Vendor Name)

2830 Danlin Ct Dubuque, IA 52002

(Vendor Address - City and State)

PROJECT TITLE: Mowing Contract – NW Arterial Right-A- Way

Mowing NW Arterial Right-A- Way

(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

Mowing the Right-A-Way along the NW Arterial identified by Public Works Department

The work described above shall be completed at the following location(s):

Various locations along NW Arterial

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa

and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following **WHERE APPLICABLE:**

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal;**
- **Plans and Specifications;**
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A);** and
- **INSURANCE – Please include one applicable Insurance Schedule:**
 - **Insurance Schedule F for General Artisan or Trade Contractors or Subcontractors (Exhibit B)**
 - **Insurance Schedule G for Vendors (Exhibit C)**
 - **Insurance Schedule J for Professional Services (Exhibit D)**

Check Appropriate Box

☒ Insurance Schedule F – General Artisan or Trade Contractors or Subcontractors

☐ Insurance Schedule G – Vendors

☐ Insurance Schedule J – Professional Services

- Other:
-

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.
4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.
5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.
6. The Vendor shall fully complete the Project under this Contract on or before
October 6, 2025 (date)

7. Indemnification; Liability for City Damage

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule as indicated above and attached hereto.
9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.
10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.
11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.
12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

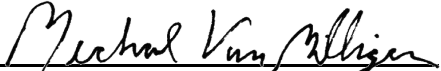
THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT \$ 4,050.00

CITY OF DUBUQUE, IOWA

VENDOR:

By:  09/18/2025
Michael C. Van Milligen
City Manager Date

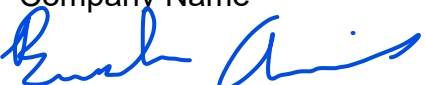
Elevated Landwrx
Company Name
By:  9/17/25
Signature Date
Brandon Avenarius
Printed Name
Owner
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.
2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.
3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.
4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.
5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.
6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.
7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.
8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.
9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.
11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.
12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.
14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE F

Class A:

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

Class B:

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

Class C:

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

INSURANCE SCHEDULE F (continued)

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

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

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

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

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

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

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

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

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

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

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

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

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

E) POLLUTION LIABILITY

Coverage required: ☐ Yes ☒ No

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

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

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

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ☐ Yes ☒ No

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

Railroad Protective Liability:

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

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

AND

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

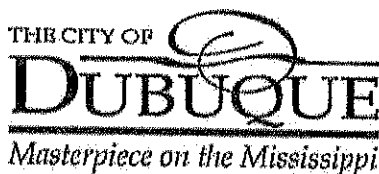
Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
 2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
 3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.
 4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.
- No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)



City of Dubuque
Engineering Department
50 W 13th Street
(address)
Dubuque, IA 52001
Phone # 563-589-4270

**CITY OF DUBUQUE, IOWA
SHORT FORM
PUBLIC IMPROVEMENT CONTRACT
PROJECTS ESTIMATED AT LESS THAN \$100,000.00**

Check Appropriate Box

- ☒ Estimate under \$25,000.00
☐ Estimate between \$25,000.00 and \$99,999.99

THIS PUBLIC IMPROVEMENT CONTRACT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

Green Valley Landscaping, LLC (Contractor) at
(Contractor Name)
10535 New Ridge Rd. Dubuque, IA 52001

(Contractor's Address - City and State)

PROJECT TITLE: Brush Mowing - Site Restoration Work Related to Storm Water and Detention
(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

CONTRACTOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:
Clearing and cleaning up tree overgrowth, weed mowing and silt removal at discession
of City Engineering department based on regular maintenance and citizen complaints.

The work described above shall be completed at the following location(s):

At locations directed by Engineering staff.

The Project shall be constructed to the meet the requirements as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Bid or procurement documentation;**
- This Contract;
- All ordinances and resolutions heretofore adopted by the City Council having to do with the Project;
- **The Contractor's Bid or procurement documentation;**
- **Consent Decree Certification Form, if applicable (Exhibit A);**
- **Bond Form, if applicable (Exhibit B);**
- **Plans and Specifications;**
- SUDAS Standard Specifications (Current Edition) including but not limited to Division 1: General Provisions and Covenants and the City of Dubuque Supplemental Specifications – Division 1 (Current Edition);
- General Requirements as adopted by the City Council for the Project;
- **Insurance Schedule F (Exhibit C);** and
- Other N/A

Is the project over \$25,000.00?

☐ Yes ☒ No

If yes, Bond Form is required, see Exhibit B.

3. All materials used by the Contractor in the Project shall be the best of their several kinds and shall be put in place to the satisfaction of the City Manager.
4. The Contractor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Contractor.
5. Three (3%) of the Contract price may be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Manager to pay any claim that may be filed within said time for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that time, as provided in Iowa Code Chapter 573. The City shall also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums shall be held by the City until such claims have been settled, adjudicated or otherwise disposed of.
6. The Contractor has read and understands the Contract and the project description described in Section 1 and the Contract Documents outlined in Section 2 and agrees not to plead misunderstanding or deception.
7. The Contractor shall guarantee for a period of two years and make good any other defect in any part of the Project due to improper construction or material performance notwithstanding the fact that said Project may have been accepted and fully paid for by the City. The guarantee shall commence on the date that the City pays full compensation for the complete performance of this contract.
8. The Contractor shall fully complete the Project under this Contract on or before
February 15, 2025
(DATE)
9. Indemnification from Third Party Claims; Liability for City Damage.

- A. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
- 10. Prior to the commencement of any work on the Project and at all times during the performance of this Contract, the Contractor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule F attached to this Contract as Exhibit C.
 - 11. Contractor will comply with all federal, state, and local laws and regulations in the performance of this Contract.
 - 12. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Contractor.
 - 13. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.
 - 14. The City is exempt from federal excise tax and Iowa sales tax.
 - 15. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the Contractor will indemnify and save harmless the City from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of any patent, copyright, or application.
 - 16. The Contractor agrees not to release any advertising copy mentioning the City or quoting the opinion of any City employee without prior written authorization from the City of Dubuque.
 - 17. Current Safety Data Sheets (SDS), when applicable to the order, will be provided by the Contractor in accordance with all regulations.

19. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the Contractor's proposal, and are not subject to change by reason of any written or verbal statements by the Contractor or by and terms stated in the Contractor's acknowledgment unless same be accepted in writing by the City.
18. The City of Dubuque, State of Iowa and Department of Justice have entered into a Consent Decree requiring the City to complete certain capital improvements pursuant to an established schedule and to comply with certain capital improvements pursuant to an established schedule and to comply with certain reporting and recordkeeping requirements. One of the terms of the Consent Order is for the City to advise contractors whose duties might reasonably include compliance with any provision of the Consent Decree with a copy of the Consent Decree. The City expects its contractors to comply with the Consent Decree and to assist the City in complying with the Consent Decree. As a requirement of this Contract, the Contractor shall execute and return to City Exhibit the Certification Form attached this this Contract as Exhibit A.

- ☐ THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.
- ☒ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT: \$ 13,900.00

CITY OF DUBUQUE, IOWA

CONTRACTOR:

By: Michael C. Van Milligen 09/18/2025
Michael C. Van Milligen
City Manager Date

Green Valley Landscaping, LLC
Company Name

By: [Signature] 9/18
Signature Date

Dawn Hean
Printed Name

Owner
Title



City of Dubuque
Parks and Recreation Department
2200 Bunker Hill Road
(address)
Dubuque, IA 52001
Phone # 563-589-4263

**CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

(Vendor) at Lovely City, LLC

(Vendor Name)

1715 Glen Oak St, Dubuque Ia 52001

(Vendor Address - City and State)

PROJECT TITLE: Playground Replacement Communications and Engagement -

Murphy Park, Madison Park, Jefferson Park and Gay Park (Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

Community engagement for replacement of playgrounds.

The work described above shall be completed at the following location(s):

Murphy Park -1700 South Grandview Avenue, Madison Park- 1824 North Main St

Jefferson Park- 665 University Ave, Gay Park- 2833 Burlington St

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa

and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following **WHERE APPLICABLE:**

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal;**
- **Plans and Specifications;**
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A);** and
- **INSURANCE – Please include one applicable Insurance Schedule:**
 - **Insurance Schedule F for General Artisan or Trade Contractors or Subcontractors (Exhibit B)**
 - **Insurance Schedule G for Vendors (Exhibit C)**
 - **Insurance Schedule J for Professional Services (Exhibit D)**

Check Appropriate Box

☐ Insurance Schedule F – General Artisan or Trade Contractors or Subcontractors

☐ Insurance Schedule G – Vendors

☒ Insurance Schedule J – Professional Services

- Other:
-

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.
4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.
5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.
6. The Vendor shall fully complete the Project under this Contract on or before
November 15, 2025 (date)

7. Indemnification; Liability for City Damage

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule as indicated above and attached hereto.
9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.
10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.
11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.
12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

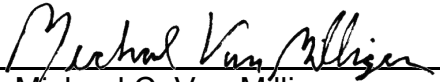
THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT \$ 13,862

CITY OF DUBUQUE, IOWA

VENDOR:

By:  09/18/2025
Michael C. Van Milligen
City Manager
Date

Lovely City, LLC
Company Name

By: Candace Eudaley-Loebach Digitally signed by Candace Eudaley-Loebach
Date: 2025.09.15 16:17:39 -0500 9/15/2025
Signature Date

Candace Eudaley-Loebach
Printed Name

CEO
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.
2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.
3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.
4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.
5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.
6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.
7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.
8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.
9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.
11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.
12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.
14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE F

Class A:

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

Class B:

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

Class C:

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

INSURANCE SCHEDULE F (continued)

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

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

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

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

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

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

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

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

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

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

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

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

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

E) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

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

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

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

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ☐ Yes ☐ No

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

Railroad Protective Liability:

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

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

AND

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

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
 2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
 3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.
 4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.
- No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

EXHIBIT C

INSURANCE SCHEDULE G

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

INSURANCE SCHEDULE G (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others endorsement.
- 7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

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

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

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

D) PROFESSIONAL LIABILITY \$1,000,000

Coverage required: ☐ Yes ☐ No

If the required policy provides claims-made coverage:

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

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

Coverage required: ☐ Yes ☐ No

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

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

Coverage required: ☐ Yes ☐ No

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

EXHIBIT D

INSURANCE SCHEDULE J

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

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.
- 6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
-----------------------	-------------

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

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

D) UMBRELLA/EXCESS LIABILITY \$1,000,000

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

E) PROFESSIONAL LIABILITY \$2,000,000

If the required policy provides claims-made coverage:

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

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

☐ Yes ☒ No

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

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

**LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
NEZTROP, LLC**

THIS LEASE, dated for reference purposes the ____ day of _____, 2025, is made and entered into by and between Neztrop, LLC ("Landlord") and the City of Dubuque, Iowa ("Tenant").

The parties agree as follows:

SECTION 1. PREMISES AND TERM. Landlord leases to Tenant the following real estate, situated in Dubuque County, Iowa:

Lot 2 of Stone Brook Center Second Addition in the City of Dubuque, Dubuque County, Iowa

for a term beginning on the 1st day of September, 2025 until midnight on the 31st day of November, 2025

SECTION 2. RENT. Tenant agrees to pay Landlord as rent \$1,000.00 per month, in advance commencing on 1st day of September, 2025 and on the first day of each month thereafter, during the term of this lease. All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing.

SECTION 3. POSSESSION. Tenant shall be entitled to possession on the first day of the Term, and shall yield possession to Landlord at the termination of this lease.

SECTION 4. USE. Tenant shall use the premises only for storage of construction materials.

SECTION 5. CARE AND MAINTENANCE. Tenant takes the premises as is.

SECTION 6. SURRENDER. Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease.

SECTION 7. ASSIGNMENT AND SUBLETTING. No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

SECTION 8. INSURANCE. Tenant shall maintain its membership in the Iowa Communities Assurance Pool and name Landlord as an additional insured.

SECTION 9. LIABILITY FOR DAMAGE. Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

SECTION 10. INDEMNITY Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

SECTION 11. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

1. EVENTS OF DEFAULT. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (3) abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.
2. NOTICE OF DEFAULT. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365-day period.
3. REMEDIES. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to

prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

SECTION 12. NOTICES AND DEMANDS. All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

SECTION 13. PROVISIONS BINDING. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

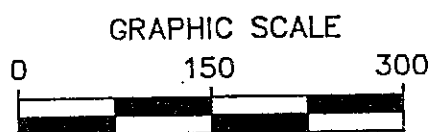
CITY OF DUBUQUE, IOWA

NEZTROP, LLC

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

By: Michael S. Portier

STONE BROOK CENTER SECOND ADDITION IN THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA

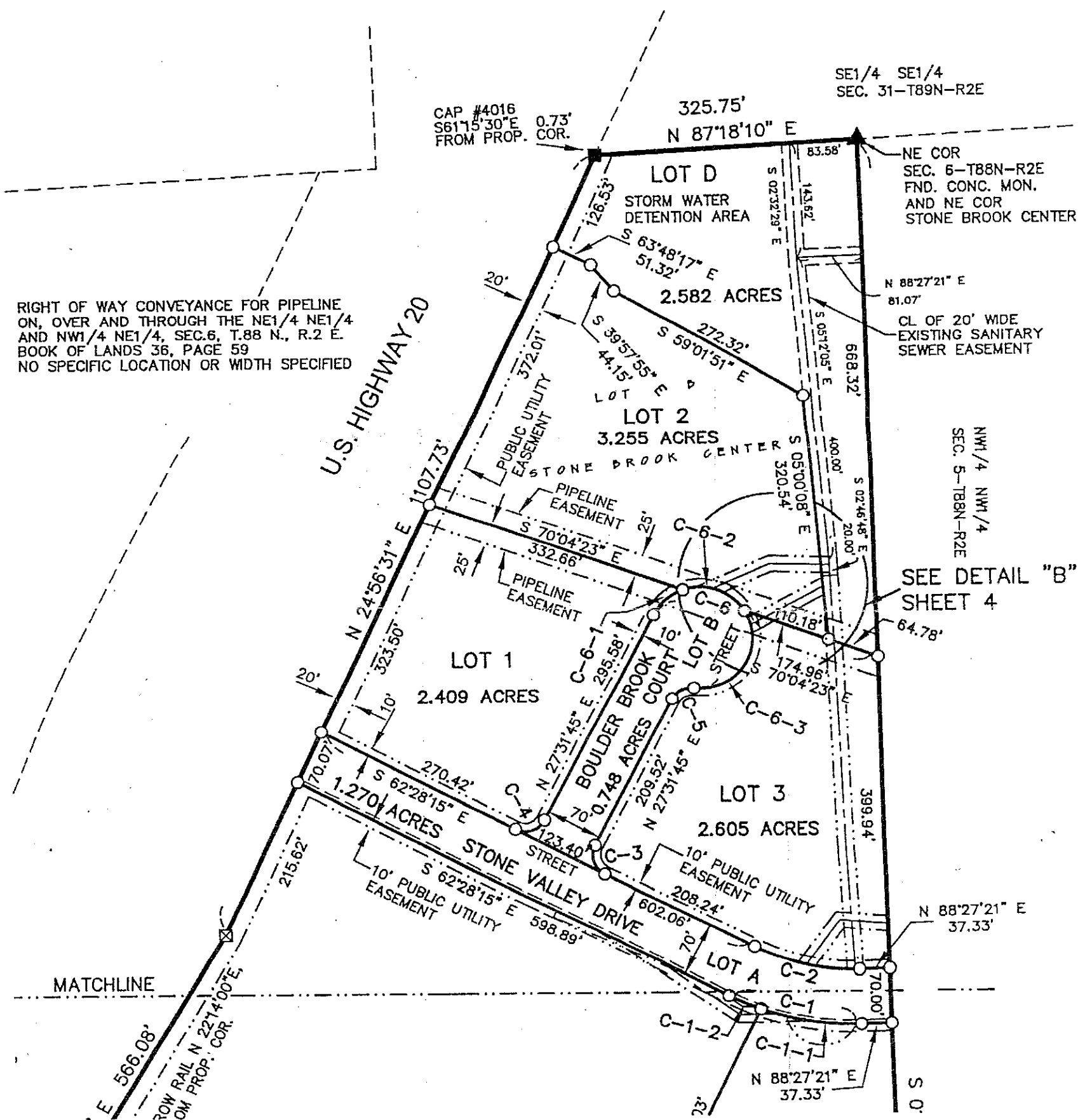


SCALE: 1" = 150'

DRAWING MAY HAVE BEEN REDUCED



RIGHT OF WAY CONVEYANCE FOR PIPELINE
ON, OVER AND THROUGH THE NE1/4 NE1/4
AND NW1/4 NE1/4, SEC. 6, T.88 N., R.2 E.
BOOK OF LANDS 36, PAGE 59
NO SPECIFIC LOCATION OR WIDTH SPECIFIED



IIW ENGINEERS &
SURVEYORS, P.C.

Iowa, Illinois, Wisconsin

4155 Pennsylvania Ave. Dubuque, IA 52002

563.558.2464

Dubuque, IA • Hazel Green, WI

DRAWN	JPK	PLAT NO. 37-1A-03
CHECKED	JMT	PROJ. NO. 99124-07
DATE	9-19-03	SHEET 3 of 5
P:\99\124-02\99124-02\dwg\99124-07A.dwg		

City of Dubuque
Dept: Fire
50 W. 13th Street
Dubuque, IA 52001
Phone # 563-589-4160

**CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and Overhead Door Company (Vendor) at

(Vendor Name)

1040 Cedar Cross Rd, Dubuque, Iowa 52003-7745

(Vendor Address - City and State)

PROJECT TITLE: Various maintenance on overhead doors at various 6 fire stations

(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

Various maintenance on overhead doors at various 6 fire stations

The work described above shall be completed at the following location(s):

Fire Headquarters (11 W. 9th St), Station 2 (2180 JFK Rd), Station 3 (3155 Central Ave.), Station 4 (1697 University Ave),
Station 5 (689 S. Grandview), Station 6 (1500 Rhomberg)

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal;**
- **Plans and Specifications;**
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A);** and
- **Insurance Schedule G for Vendors (Exhibit B) or Insurance Schedule J for Professional Services (Exhibit C).**
Check Appropriate Box
 - ☒ Insurance Schedule G – Vendors
 - ☐ Insurance Schedule J – Professional Services
- Other: _____

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.

4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.

5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.

6. The Vendor shall fully complete the Project under this Contract on or before

June 30, 2026

(DATE)

7. Indemnification; Liability for City Damage

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

B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.

8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule G or Insurance Schedule J attached to this Contract.

Check Appropriate Box

- ☒ Insurance Schedule G – Vendors
☐ Insurance Schedule J – Professional Services

9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.
10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.
11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.
12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

Upon the completion of this Contract, and the acceptance of the Project by the City Manager, the City agrees to pay the Vendor as full compensation for the complete performance of this Contract, the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT \$ Up to \$10,000

CITY OF DUBUQUE, IOWA

By:  09/23/2025
Michael C. Van Milligen
City Manager Date

VENDOR:

Overhead Door Company
Company Name

By: Ashley Weber Digitally signed by Ashley Weber
Date: 2025.09.22 15:41:12 -05'00' 9/18/2025
Signature Date

Ashley Weber
Printed Name

Office Manager
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.
2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.
3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.
4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.
5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.
6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.
7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.
8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.
9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.
10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.

11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.
12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.
14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE G

1. Vendor shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the contract commencement. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Vendor Service Agreement dated 9/15/2025.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The service provider must identify or list in writing all deviations and exclusions from the ISO form.
8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.
9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Vendor.
10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
11. All certificates of insurance must include agents name, phone number, and email address.
12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE G (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others endorsement.
- 7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

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

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

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

D) PROFESSIONAL LIABILITY \$1,000,000

Coverage required: ☒ Yes ☐ No

If the required policy provides claims-made coverage:

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

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

Coverage required: ☐ Yes ☐ No

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

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

Coverage required: ☒ Yes ☐ No

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
 2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
 3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
 4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.
- No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

**AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
HILLCREST FAMILY SERVICES**

This Agreement, dated for reference purposes the 11th day of Sept, 2025, is made and executed between the City of Dubuque, Iowa, (City), a municipal corporation, and Hillcrest Family Services, (Hillcrest), an Iowa corporation with its principle office in Dubuque, Iowa.

WHEREAS, City is the owner of Louis Murphy Park (the Park); and

WHEREAS, City and Hillcrest desire to enter into an Agreement whereby City grants permission to Hillcrest to use the Park, upon the terms and conditions hereinafter stated;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the City and Hillcrest, each to the other, it is agreed as follows:

SECTION 1. PREMISES. City hereby grants to Hillcrest the right to use the Park as set forth herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement is October 30, 2025 through January 10, 2026.

SECTION 3. RENTAL. Hillcrest must pay to City on or before October 30, 2025 rent of \$1.00.

SECTION 4. USE OF PROPERTY.

4.1. Hillcrest agrees that the Park will be used only for a holiday light display whereby viewers will drive or walk through the Park to view the display. Hillcrest will require all viewers to stay on the roadway at all times.

4.2. The location of displays, construction type (if attached to trees or buildings), and alterations to grounds, must be approved by City's Leisure Services Director prior to installation. A written plan outlining the above-mentioned items must be submitted to the Leisure Services Director by October 23, 2024.

SECTION 5. GROUNDS AND MAINTENANCE. Hillcrest is responsible for the following:

- (1) Prompt snow removal from all Park roadways.
- (2) All electrical connections for the displays, and the cost of electricity; Hillcrest agrees to reimburse the City for all costs during the term of this Agreement. All temporary wiring and required ground fault interrupter must be installed by a state

licensed electrical contractor. No utility poles may be energized until approved by the City of Dubuque Building Services Department.

- (3) Erection and maintenance of the displays.
- (4) Return of all grounds to their original condition after removal of the displays.
- (5) Prompt trash and litter pickup and removal throughout the term of the Agreement.
- (6) Compliance with all applicable City ordinances, including building and electrical codes.

SECTION 6. MANAGEMENT AND CONTROL OF THE PARK. Hillcrest agrees that City will continue to have sole management authority and control of the Park, except that Hillcrest is solely responsible for controlling admission to the Park and may charge an entrance fee.

SECTION 7. INSURANCE. Hillcrest shall provide insurance as required by the attached Insurance Schedule A.

SECTION 8. INDEMNITY. Hillcrest agrees to save, defend, indemnify and hold harmless City, its officers, agents and employees, against any and all loss, damage, claims, causes of action, judgments, costs and expenses that City may hereafter suffer, incur, be put to, pay or lay out by reason of the performance or lack of performance by Hillcrest and/or its agents and employees of the conditions of this Agreement.

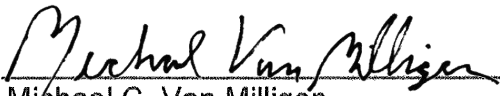
SECTION 9. ASSIGNABILITY. Hillcrest shall not assign or transfer any interest in this Agreement.

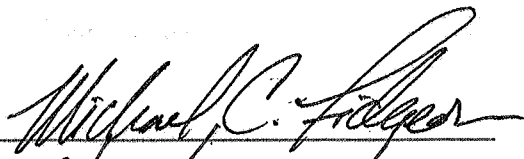
SECTION 10. TERMINATION. In the event Hillcrest fails to keep, perform and observe in a timely and proper manner any of its covenants or obligations under this Agreement, City may, at its option, terminate this Agreement by giving twenty-four hours notice to Hillcrest, in which event Hillcrest shall immediately remove all of its displays or other equipment from the Park and restore the Park to its original condition.

SECTION 11. SPECIAL EVENT PERMIT. Hillcrest must apply for and comply with all requirements of the Special Event Permit.

CITY OF DUBUQUE, IOWA

HILLCREST FAMILY SERVICES

By: 
Michael C. Van Milligen
City Manager

By: 
9/15/2025
Printed Name

City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees

INSURANCE SCHEDULE A

1. Lessee shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the lease, license, or permit commencement. All lessees of City property and right of way licensees or permittees shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Lease Agreement dated [REDACTED]
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. The lessee, licensee, or permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of the lease, license, or permit.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Chief Financial Officer. The lessee, licensee, or permittee must identify and list in writing all deviations and exclusions from the ISO form.
8. If lessees, licensees, or permittee limits of liability are higher than the required minimum limits then the lessee's, licensee's, or permittee's limits shall be this agreement's required limits.
9. Lessee, licensee, or permittee shall require all subcontractors and subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Lessee, licensee, or permittee agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the lessee, licensee, or permittee.
10. Lessee, license & permittees shall be responsible for deductibles and self-insured retention and for payment of all policy premiums and other costs associated with the insurance policies required below.
11. All certificates of insurance must include the agent's name, phone number and email address.
12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in risk or other special circumstances during the term of the agreement, subject to the written mutual agreement attached hereto.

City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees

INSURANCE SCHEDULE A (Continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with the ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others Endorsement.
- 7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

If, by Iowa Code Section 85.1A, the lessee, licensee, or permittee is not required to purchase Workers' Compensation Insurance, the lessee, licensee, or permittee shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability

**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees**

Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☒ No

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

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

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2010. (Ongoing operations) or its equivalent and CG2037(completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.

D) PROPERTY INSURANCE REQUIRED BY LEASE, LICENSE, OR PERMIT

☐ Yes ☒ No

Amount \$ _____

Include the City of Dubuque as Lender Loss Payable.

E) RIGHT-OF-WAY WORK ONLY:

UMBRELLA/EXCESS	\$1,000,000
------------------------	--------------------

☒ Yes ☐ No

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation AND Primary and Non-contributory in favor of the City.

F) FLOOD INSURANCE

☐ Yes ☒ No

If Required Coverage \$ _____

**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees**

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

**SUBCONTRACT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA,
AND
THE DUBUQUE VISITING NURSE ASSOCIATION
FOR THE
HEALTHY HOMES GRANT PROGRAM**

This Subcontract by and between the City of Dubuque, Iowa and The Visiting Nurse Association (VNA) is dated for reference purposes the 1st day of September 2025.

Whereas, the City of Dubuque (City) has entered into a contract with the Department of Housing and Urban Development (the Department) for Healthy Homes hazard reduction activities to improve the housing conditions for participating clients and property owners U.S. Department of Housing and Urban Development Office of Lead Hazard Control and Healthy Homes Healthy Homes Production Grant Program Fiscal Year 2024- Terms and Conditions (the City Contract); and

Whereas the City is the Contract Administrator of the contractors under the City Contract; and

Whereas it is necessary for City to subcontract with the Visiting Nurse Association (VNA) to provide the work and services described herein upon the terms and conditions set forth herein.

SECTION 1. WORK AND SERVICES. City and VNA agree to provide the following work and services (the Work and Services):

1.1. City's Responsibilities. City agrees that it will provide the following services for the Healthy Homes Production Grant.

- (1) Submit reports/vouchers and other reporting requirements as required by the Iowa Department of Public Health (IDPH), the Centers for Disease Control and Prevention (CDC), and the Department of Housing and Urban Development (HUD).
- (2) Provide for environmental investigations and environmental case management for healthy homes interventions in housing units in the city of Dubuque, Iowa.
- (3) Provide compensation to the VNA during the term of this Agreement not to exceed \$50,400.00 for the performance of VNA's responsibilities as set forth herein.
- (4) Oversee and direct medical case management, healthy homes remediation and educational/outreach activities through verbal and written direction.

1.2. VNA's Responsibilities. VNA agrees to provide the following services for Healthy Homes (HH) during the term of this Agreement for the agreed compensation:

- (1) Provide written quarterly reports and billing healthy homes activities on a form approved by the City.
- (2) Provide electronic documentation of medical case management, home advocacy, community outreach and education, and related activities into the City's Geographic Information System (GIS) healthy homes database systems and other related data systems as required, and of educational activities performed for each month by the 10th of the following month.
- (3) Maintain the Green and Healthy Homes Resource Coalition.
- (4) Provide for client files and Home Advocate activities as described in attachment #1.
- (5) City will provide opportunities to demonstrate its support by inviting the Executive Director of VNA and any employees working on services covered by this Subcontract to participate in the following professional development opportunities and supporting activities:
 - a. The opportunity to be active and engaged participants in peer-learning opportunities and strategic efforts;
 - b. The opportunity to attend workshops offered or sponsored by City, including workshops that focus on developing teams and supporting organizational culture work with a focus for creating resiliency and promoting a sense of belonging within VNA and through VNA's work; and
 - c. Assistance in creating quarterly status reports that demonstrate the way in which VNA's efforts are advancing the specific community-level outcomes for which VNA is provided funding.

SECTION 2. CONTRACT POLICIES AND REQUIREMENTS. In providing the Work and Services, VNA agrees to comply with the requirements of the City Contract, including the Special Conditions, and the General Conditions, to the extent applicable to the Work and Services described in Section 1.

SECTION 3. ACCESS TO BOOKS AND RECORDS. VNA must provide access, upon reasonable notice, for the purpose of audit and examination, to its documents, papers, and records, to the extent such documents, papers, and records are related to the Work and Services, to the City, or any of their duly authorized representatives.

SECTION 4. COSTS TO BE REIMBURSED. Attached hereto is a line item CLLLP/HH Performance Measure budget of specific costs to be reimbursed under this Subcontract or other cost basis for determining the amount of the Subcontract. The Healthy Homes activities will be invoiced to City for VNA hourly rate.

SECTION 5. INCORPORATION OF THE CONTRACT. VNA agrees that all of the

provisions of the City Contract, including audit requirements, are incorporated herein by this reference and VNA shall have all of the same requirements, obligations and conditions as City with respect to VNA's Work and Services.

SECTION 6. PERIOD OF PERFORMANCE. Unless terminated as provided herein, the Period of Performance for the Work and Services shall be from the the 1st day of September 2025, through midnight on the 15th day of May 2029.

SECTION 7. TERMINATION. Either party may terminate this Subcontract for any reason, with or without cause, upon ten (10) days written notice delivered to the other party. In the event of termination, City shall compensate VNA for its Work and Services rendered through the date of termination.

SECTION 8 INDEMNIFICATION.

(1) VNA agrees to defend, indemnify, and hold the Department and City, and their officers, and employees, harmless from and against any and all claims of any kind arising out of or related to VNA's negligence in the performance of the Work and Services pursuant to this Subcontract.

(2) City agrees to defend, indemnify, and hold VNA, its officers and employees, harmless from and against any and all claims of any kind arising out of or related to City's negligence in the performance of the Work and Services pursuant to this Subcontract.

SECTION 9. INSURANCE. VNA shall at its expense maintain insurance in compliance with City Insurance Schedule G attached as Exhibit A.

SECTION 10. DISCRIMINATION.

10.1 In carrying the services under this Agreement, VNA shall not discriminate against any employee or applicant for employment because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex or sexual orientation.

VNA shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment without regard to age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

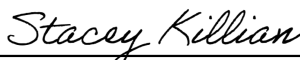
10.2 VNA agrees and will undertake whatever affirmative measures are necessary so that no person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities funded in whole or in part with any of the

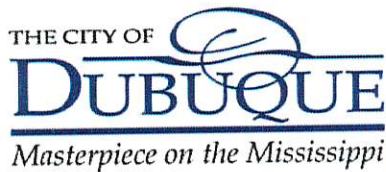
funds made available to VNA under the terms of this Agreement because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation

CITY OF DUBUQUE, IOWA

By: 
Michael C. Van Milligen
City Manager

VISITING NURSE ASSOCIATION

By: 
Stacey Killian
Administrative Director



City of Dubuque
WRRC Department
795 Julien Dubuque Dr
(address)
Dubuque, IA 52003
Phone # 563.589.4176

**CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

Midwest Injection, Inc (Vendor) at
(Vendor Name)
1621 McCabe Lane, PO Box 141, Cascade, IA 52033
(Vendor Address - City and State)

PROJECT TITLE: _____

Terminal Street Lift Station Bypass Pumping (Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:
setting up and operating bypass pump at Terminal Street Lift Station until City can pump with own equipment. Anticipated to be 7-10 days. Price to be \$0.005 per gallon pumped or a minimum of \$15,900.00 per day.

The work described above shall be completed at the following location(s):
Terminal Street Lift Station

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa

and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following **WHERE APPLICABLE:**

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal;**
- **Plans and Specifications;**
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A);** and
- **INSURANCE – Please include one applicable Insurance Schedule:**
 - **Insurance Schedule F for General Artisan or Trade Contractors or Subcontractors (Exhibit B)**
 - **Insurance Schedule G for Vendors (Exhibit C)**
 - **Insurance Schedule J for Professional Services (Exhibit D)**

Check Appropriate Box

☒ Insurance Schedule F – General Artisan or Trade Contractors or Subcontractors

☐ Insurance Schedule G – Vendors

☐ Insurance Schedule J – Professional Services

- Other:

-
3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.
4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.
5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.
6. The Vendor shall fully complete the Project under this Contract on or before
September 19, 2025 (date)

7. Indemnification; Liability for City Damage

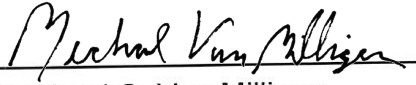
- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule as indicated above and attached hereto.
 9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.
 10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.
 11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.
 12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT \$ 159,000.00

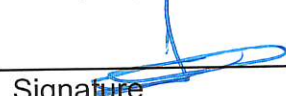
CITY OF DUBUQUE, IOWA

By: 
Michael C. Van Milligen
City Manager

09/24/2025
Date

VENDOR:

Midwest Injection, Inc.
Company Name

By:  9/15/2025
Signature Date

Jake McAllister
Printed Name

President
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.
2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.
3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.
4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.
5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.
6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.
7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.
8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.
9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.
11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.
12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.
14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE F

Class A:

Asbestos Removal
Asphalt Paving
Concrete
Construction Managers
Cranes
Culverts
Decking
Demolition
Deconstruction
Earthwork
Electrical
Elevators

Fiber Optics
Fire Protection
Fireproofing
General Contractors
HVAC
Mechanical
Paving & Surfacing
Piles & Caissons
Plumbing
Retaining Walls
Reinforcement
Roofing

Sanitary Sewers
Sheet Metal
Site Utilities
Shoring
Special construction
Steel
Storm sewers
Structural Steel
Trails
Tunneling
Water main

Class B:

Chemical Spraying
Doors, Window &
Glazing
Drywall Systems
Fertilizer Application
Geotech Boring
Insulation
Finish Carpentry

Landscaping
Masonry
Vehicular Snow Removal
Painting & Wall Covering
Pest Control
Scaffolding
Sidewalks
Plastering

Rough Carpentry
Stump Grinding
Tank Coating
Tree Removal
Tree Trimming
Tuckpointing
Waterproofing
Well Drilling

Class C:

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

INSURANCE SCHEDULE F (continued)

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

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

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

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

C) AUTOMOBILE LIABILITY

Combined Single Limit

\$1,000,000

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

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

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

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

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

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

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

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

E) POLLUTION LIABILITY

Coverage required: ☐ Yes ☒ No

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

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

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

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ☐ Yes ☒ No

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

Railroad Protective Liability:

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

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

AND

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

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

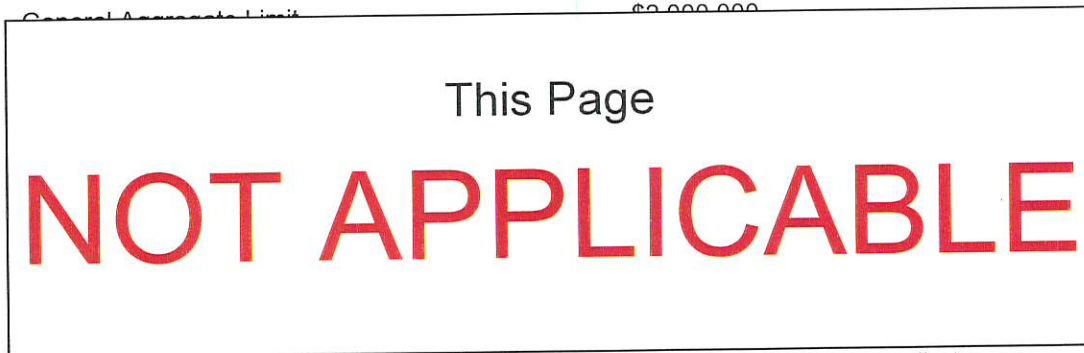
INSURANCE SCHEDULE G

- This Page
- NOT APPLICABLE**

INSURANCE SCHEDULE G (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY



- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others endorsement.
- 7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☒ No



employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37(competed operations).

- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.

D) PROFESSIONAL LIABILITY \$1,000,000

Coverage required: ☐ Yes ☐ No

If the required policy provides claims-made coverage:

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

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

Coverage required: ☐ Yes ☒ No

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

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

Coverage required: ☐ Yes ☐ No

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

- 1. Nonwaiver and the inclusion of governmental immunities may be amended.
- 2. Claims to the defense amended from conditions of the

This Page

NOT APPLICABLE

s policy
ts and as it
not subject
be
ms and

- 3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
 - 4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.
- No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

EXHIBIT D

INSURANCE SCHEDULE J

1.

require
days.
billing.
Insura
statem
Locatio

This Page

NOT APPLICABLE

coverage
than 60
th the final
artment of
ide a
or Project
2.

All poli
insurer

This Page

NOT APPLICABLE

and all
3. Each d
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit \$2,000,000

This Page
NOT APPLICABLE

City
P 00 02.
Business

- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.
- 6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

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

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

D) **UMBRELLA/EXCESS LIABILITY** \$1,000,000

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same

E)

This Page
NOT APPLICABLE

F) **CYBER LIABILITY/BREACH** \$1,000,000

☐ Yes ☒ No

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

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver
and the inclusion
governmental immunities
may be amended

2. Claims
to the defense
amended from
conditions of the

3. Assertion of Governmental Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

This Page
NOT APPLICABLE

s policy
ts and as it
not subject
be
ms and

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)



City of Dubuque
Fire _____ Department
11 West 9th Street, Dubuque
(address)
Dubuque, IA 52001
Phone # 563-589-4160

**CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

(Vendor) at Biechler Electric Inc.

(Vendor Name)

7762 Wildnest Lane, Dubuque, IA 52003

(Vendor Address - City and State)

PROJECT TITLE: Various electrical maintenance at 6 fire stations

(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

Various electrical maintenance at 6 fire stations

The work described above shall be completed at the following location(s):

Fire Headquarters (11 W. 9th St), Station 2 (2180 JFK Rd), Station 3 (3155 Central Ave.), Station 4 (1697 University Ave), Station 5 (689 S. Grandview), Station 6 (1500 Rhomberg)

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa

and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following **WHERE APPLICABLE:**

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal;**
- **Plans and Specifications;**
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A);** and
- **INSURANCE – Please include one applicable Insurance Schedule:**
 - **Insurance Schedule F for General Artisan or Trade Contractors or Subcontractors (Exhibit B)**
 - **Insurance Schedule G for Vendors (Exhibit C)**
 - **Insurance Schedule J for Professional Services (Exhibit D)**

Check Appropriate Box

☒ Insurance Schedule F – General Artisan or Trade Contractors or Subcontractors

☐ Insurance Schedule G – Vendors

☐ Insurance Schedule J – Professional Services

- Other:
-

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.
4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.
5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.
6. The Vendor shall fully complete the Project under this Contract on or before
June 30, 2025 (date)

7. Indemnification; Liability for City Damage

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule as indicated above and attached hereto.
9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.
10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.
11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.
12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT \$ Up to \$5,000.00

CITY OF DUBUQUE, IOWA

VENDOR:

By: Michael Van Milligen 0925/2025
Michael C. Van Milligen
City Manager Date

Biechler Electric Inc.
Company Name
By: Daryl Biechler 9-23-2025
Signature Date
Daryl Biechler
Printed Name
President
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.
2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.
3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.
4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.
5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.
6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.
7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.
8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.
9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.
11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.
12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.
14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE F

Class A:

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

Class B:

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

Class C:

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

INSURANCE SCHEDULE F (continued)

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

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

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

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

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

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

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

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

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

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

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

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

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

E) POLLUTION LIABILITY

Coverage required: ☐ Yes ☒ No

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

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

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

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ☐ Yes ☒ No

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

Railroad Protective Liability:

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

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

AND

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

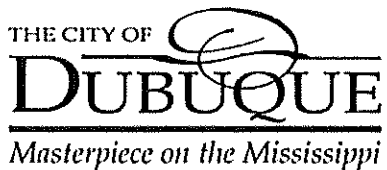
Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
 2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
 3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.
 4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.
- No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)



City of Dubuque
Fire _____ Department
11 West 9th Street, Dubuque
(address)
Dubuque, IA 52001
Phone # 563-589-4160

**CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

(Vendor) at Giese Sheet Metal Co Inc.

(Vendor Name)

2125 Kerper Blvd, Dubuque, Iowa 52001

(Vendor Address - City and State)

PROJECT TITLE: General heating & cooling maintenance at 6 fire stations

(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

General heating & cooling maintenance at 6 fire stations

The work described above shall be completed at the following location(s):

Fire Headquarters (11 W. 9th St), Station 2 (2180 JFK Rd), Station 3 (3155 Central Ave.), Station 4 (1697 University Ave),
Station 5 (689 S. Grandview), Station 6 (1500 Rhomberg)

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa

and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following **WHERE APPLICABLE:**

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal;**
- **Plans and Specifications;**
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A); and**
- **INSURANCE – Please include one applicable Insurance Schedule:**
 - Insurance Schedule F for General Artisan or Trade Contractors or Subcontractors (Exhibit B)
 - Insurance Schedule G for Vendors (Exhibit C)
 - Insurance Schedule J for Professional Services (Exhibit D)

Check Appropriate Box

☒ Insurance Schedule F – General Artisan or Trade Contractors or Subcontractors

☐ Insurance Schedule G – Vendors

☐ Insurance Schedule J – Professional Services

- Other:

-
3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.
4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.
5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.
6. The Vendor shall fully complete the Project under this Contract on or before
June 30, 2026 (date)

7. Indemnification; Liability for City Damage

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule as indicated above and attached hereto.
9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.
10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.
11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.
12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT \$ Up to \$10,000.00

CITY OF DUBUQUE, IOWA

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

09/25/2025

Date

VENDOR:

Giese Sheet Metal
Company Name
By: *[Signature]*
Signature
9/17/2025
Date

Tom Giese

Printed Name

Vice President
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.
2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.
3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.
4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.
5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.
6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.
7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.
8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.
9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.
11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.
12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.
14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE F

Class A:

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

Class B:

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

Class C:

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

INSURANCE SCHEDULE F (continued)

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

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

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

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

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

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

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

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

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

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

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

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

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

E) POLLUTION LIABILITY

Coverage required: ☐ Yes ☒ No

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

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

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

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ☐ Yes ☒ No

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

Railroad Protective Liability:

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

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

AND

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

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
 2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
 3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.
 4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.
- No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

City of Dubuque
Fire _____ Department
11 West 9th Street, Dubuque,
(address)
Dubuque, IA 52001
Phone # 563-589-4160

**CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

(Vendor) at Schadl Inc. DBA: Mr. Rooter Plumbing

(Vendor Name)

5085 Wolff Road, Dubuque, IA 52002

(Vendor Address - City and State)

PROJECT TITLE: Various plumbing maintenance at 6 fire stations

(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

Various plumbing maintenance at 6 fire stations

The work described above shall be completed at the following location(s):

Fire Headquarters (11 W. 9th St), Station 2 (2180 JFK Rd), Station 3 (3155 Central Ave.), Station 4 (1697 University Ave),
Station 5 (689 S. Grandview), Station 6 (1500 Rhomberg)

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa

and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following **WHERE APPLICABLE**:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal;**
- **Plans and Specifications;**
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A);** and
- **INSURANCE – Please include one applicable Insurance Schedule:**
 - **Insurance Schedule F for General Artisan or Trade Contractors or Subcontractors (Exhibit B)**
 - **Insurance Schedule G for Vendors (Exhibit C)**
 - **Insurance Schedule J for Professional Services (Exhibit D)**

Check Appropriate Box

☒ Insurance Schedule F – General Artisan or Trade Contractors or Subcontractors

☐ Insurance Schedule G – Vendors

☐ Insurance Schedule J – Professional Services

- Other:

-
3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.
4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.
5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.
6. The Vendor shall fully complete the Project under this Contract on or before
June 30, 2025 (date)

7. Indemnification; Liability for City Damage

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule as indicated above and attached hereto.
 9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.
 10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.
 11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.
 12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT \$ Up to \$10,000.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 09/25/2025
Michael C. Van Milligen
City Manager Date

VENDOR:

Schadl Inc. DBA: Mr. Rooter Plumbing
Company Name
By: Greg Schadt 9/23/2025
Signature Date
Greg Schadt
Printed Name
Owner
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.
2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.
3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.
4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.
5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.
6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.
7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.
8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.
9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.
11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.
12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.
14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE F

Class A:

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

Class B:

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

Class C:

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

INSURANCE SCHEDULE F (continued)

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

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

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

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

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

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

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

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

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

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

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

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

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

E) POLLUTION LIABILITY

Coverage required: ☐ Yes ☒ No

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

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

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

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ☐ Yes ☒ No

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

Railroad Protective Liability:

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

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

AND

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

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)



Contract # 32600374

City of Dubuque
Dept: Parks & Recreation
Address: 2200 Bunker Hill Rd
Dubuque, IA 52001
Phone #: 563-589-4317

**CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), made in triplicate, between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

TRI-STATE PORTA POTTY INC. (Vendor) of the City of

(Vendor Name)

PO Box 3039 Dubuque, Iowa 52004-3039

(Vendor Address - City and State)

PROJECT TITLE: PORT-A POTTIES

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for (the Project):

Service and provide port a potties

The work described above shall be completed at the following location(s):

Various city properties managed by the Parks & Recreation Department

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, and in accordance with the Request For Proposal (RFP) Documents which provisions and documents are each and all hereby referred to and made a part of this Contract just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following: This Contract; all ordinances and resolutions heretofore adopted by the City Council having to do with this Project; the Vendor's Proposal; and any, Plans and Specifications and General Requirements as adopted by the City Council for the Project which are listed in the Special Conditions section of this Contract.
3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.
4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.
5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.
6. The Vendor shall fully complete the Project under this Contract on or before
June 30, 2026

(DATE)
7. INDEMNIFICATION FROM THIRD PARTY CLAIMS. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Vendor, or anyone directly or indirectly employed by Vendor or anyone for whose acts Vendor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
8. Unless otherwise specified in the Contract Documents, prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule attached to this Contract and listed in the Special Conditions section.
9. The Vendor agrees that no work under this Contract shall commence on the Project until the City has issued a written "Notice to Proceed" to the Vendor. Any work started by the Vendor prior the issuance of the Notice to Proceed shall be considered unauthorized and done at the sole risk to the Vendor.
10. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it

will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

THE CITY AGREES:

Upon the completion of this Contract, and the acceptance of the Project by the City Manager, the City agrees to pay the Vendor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the prices stated in the Vendor's Proposal and less any liquidated damages provided for in the Contract Documents. The work as stated in the Contract Documents is approximate only, and the final payment shall be made for the actual work completed as listed below in this Contract.

CONTRACT AMOUNT \$ 20,000

THE MAXIMUM CONTRACT AMOUNT SHALL BE LIMITED TO AN INCREASE OF _____% OF THE ABOVE LISTED ESTIMATED AMOUNT

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 09/25/2025
Michael C. Van Milligen
City Manager Date

VENDOR:

Tri-State Porta Potty, Inc
Company Name
By: [Signature] 9/23/25
Signature Date
Corey Kaiser
Printed Name
President
Title

VENDOR ACKNOWLEDGEMENT OF ATTACHED SPECIAL CONDITIONS:

By: [Signature] 9/23/25
Signature Date
Corey Kaiser
Printed Name
President
Title

EXHIBIT C

INSURANCE SCHEDULE G

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

INSURANCE SCHEDULE G (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others endorsement.
- 7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

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

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

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

D) PROFESSIONAL LIABILITY \$1,000,000

Coverage required: ☐ Yes ☐ No

If the required policy provides claims-made coverage:

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

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

Coverage required: ☐ Yes ☐ No

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

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

Coverage required: ☐ Yes ☐ No

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. **Nonwaiver of Governmental Immunity.** The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. **Claims Coverage.** The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. **Assertion of Government Immunity.** The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
4. **Non-Denial of Coverage.** The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McCoy Insurance Agency 412 S Main St PO Box 321 Galena, IL 61036	CONTACT NAME: Nicole VanBeek	FAX (A/C, No): (815) 777-1303
	PHONE (A/C, No, Ext): (815) 777-1302	E-MAIL ADDRESS: nicole@bauer MCCOY.com
INSURED Tri-State Porta Potty, Inc. 10049 W Furlong Road Galena, IL 61036	INSURER(S) AFFORDING COVERAGE	
	INSURER A: West Bend Mutual	
	INSURER B: MARKEL AMERICAN INSURANCE CO	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:		1855686	01/15/2025	01/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		1855686	01/15/2025	01/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	MWC0196299-04	01/15/2025	01/15/2026	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

CITY OF DUBUQUE
50 W 13TH ST
DUBUQUE, IA 520014864

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nicole VanBeek

© 1988-2015 ACORD CORPORATION. All rights reserved.



City of Dubuque
Parks & Recreation Department
2200 Bunker Hill Rd
(address)
Dubuque, IA 52001
Phone # 563-589-4317

**CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

(Vendor) at Ahmann's Lawn Care, Inc.

(Vendor Name)

PO Box 1600 Dubuque, Iowa 52004-1600

(Vendor Address - City and State)

PROJECT TITLE: LAWN CARE

(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

Turf Maintenance-Mowing, Trimming and Spraying

The work described above shall be completed at the following location(s):

McCoy Lot

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa

and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following WHERE APPLICABLE:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal;**
- **Plans and Specifications;**
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A);** and
- **INSURANCE** – Please include one applicable Insurance Schedule:
 - Insurance Schedule F for General Artisan or Trade Contractors or Subcontractors (Exhibit B)
 - Insurance Schedule G for Vendors (Exhibit C)
 - Insurance Schedule J for Professional Services (Exhibit D)

Check Appropriate Box

- ☒ Insurance Schedule F – General Artisan or Trade Contractors or Subcontractors
- ☐ Insurance Schedule G – Vendors
- ☐ Insurance Schedule J – Professional Services
- Other: _____

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.
4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.
5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.
6. The Vendor shall fully complete the Project under this Contract on or before
JUNE 30, 2026 (date)

7. Indemnification; Liability for City Damage

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule as indicated above and attached hereto.
 9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.
 10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.
 11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.
 12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT \$ 1700.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 09/27/2025
Michael C. Van Milligen
City Manager
Date

VENDOR:

Ahmann's Lawn Care, Inc
Company Name
By: David M. Ahmann 9/24/25
Signature Date
David M. Ahmann
Printed Name
President
Title

INSURANCE SCHEDULE F (continued)

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

EXHIBIT B

INSURANCE SCHEDULE F

Class A:

Asbestos Removal
Asphalt Paving
Concrete
Construction Managers
Cranes
Culverts
Decking
Demolition
Deconstruction
Earthwork
Electrical
Elevators

Fiber Optics
Fire Protection
Fireproofing
General Contractors
HVAC
Mechanical
Paving & Surfacing
Piles & Caissons
Plumbing
Retaining Walls
Reinforcement
Roofing

Sanitary Sewers
Sheet Metal
Site Utilities
Shoring
Special construction
Steel
Storm sewers
Structural Steel
Trails
Tunneling
Water main

Class B:

Chemical Spraying
Doors, Window &
Glazing
Drywall Systems
Fertilizer Application
Geotech Boring
Insulation
Finish Carpentry

Landscaping
Masonry
Vehicular Snow Removal
Painting & Wall Covering
Pest Control
Scaffolding
Sidewalks
Plastering

Rough Carpentry
Stump Grinding
Tank Coating
Tree Removal
Tree Trimming
Tuckpointing
Waterproofing
Well Drilling

Class C:

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

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.
11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.
12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.
14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.
2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.
3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.
4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.
5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.
6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.
7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.
8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.
9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

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

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

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

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

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

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

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

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

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

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

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

E) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

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

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

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

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ☐ Yes ☐ No

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

Railroad Protective Liability:

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

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

AND

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

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. **Nonwaiver of Governmental Immunity.** The Insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. **Claims Coverage.** The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. **Assertion of Government Immunity.** The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.
4. **Non-Denial of Coverage.** The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

Ahmann's Lawn Care, Inc
P.O. Box 1600
Dubuque, IA 52004-1600

09/24/2025

City of Dubuque
Parks and Recreation Dept.
2200 Bunker Hill Rd.
Dubuque, IA 52001

RE: Request for lawn maintenance for the McCoy Lot-City of Dubuque.

City of Dubuque,

We propose to perform lawn maintenance which include mowing, trimming, and spraying per your Vendor Service Agreement for the McCoy Lot. Price is not to exceed \$1,700.00 per growing season per your Vendor Service Agreement, unless there are extra services requested by the City of Dubuque which would be approved by the City of Dubuque for an additional charge.

See enclosed a signed Vendor Service Agreement, and Certificate of Insurance.

Sincerely,



Kris Ahmann
VP



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER StateFarm  DENNIS L BAUMHOVER 2615 DODGE ST SUITE 1 DUBUQUE IA 52003		CONTACT NAME: MICHELE M THURM PHONE (A/C, No, Ext): 563-582-1856 FAX (A/C, No): 563-558-0989 E-MAIL ADDRESS: michele.thurm.mml3@statefarm.com	
INSURED AHMANN'S LAWN CARE INC PO BOX 1600 DUBUQUE IA 52004		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company NAIC # 25178 INSURER B: State Farm Fire and Casualty Company 25143 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y	Y	95-B9-D676-3	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Eq occurrence)						\$	
	MED EXP (Any one person)						\$ 5,000	
	PERSONAL & ADV INJURY						\$ 1,000,000	
GENTL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMPROP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	2021 POLARIS RANGER 327 0212-E25-15 185 6982-B08-15D (ENOL)	05/25/2025	11/25/2025	COMBINED SINGLE LIMIT (Eq accident) \$	
	BODILY INJURY (Per person)						\$ 1,000,000	
	BODILY INJURY (Per accident)						\$ 1,000,000	
	PROPERTY DAMAGE (Per accident)						\$ 1,000,000	
							COMBINED SINGLE LIMIT \$ 1,000,000	
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE	Y	Y	95-EH-4798-7	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 5,000,000	
	DED: RETENTION \$						AGGREGATE \$ 5,000,000	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	95-B9-D686-9	01/01/2025	01/01/2026	☒ PER STATUTE ☐ OTH-ER \$
								E.L. EACH ACCIDENT \$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT LOCATION: MCCOY LOT: Additional Insured: The city of Dubuque, including all its elected & appointed officials, all its employees, agents & volunteers all its boards, commissions and/or authorities & their board members, employees, agents & volunteers

CERTIFICATE HOLDER**CANCELLATION**

THE CITY OF DUBUQUE
PARKS AND REC DEPARTMENT
2200 BUNKER HILL RD
DUBUQUE

IA 52001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nichole Thurm SSA

© 1988-2015 ACORD CORPORATION. All rights reserved.

City of Dubuque
Dept: Fire
50 W. 13th Street
Dubuque, IA 52001
Phone # 563-589-4160

**CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and Brecke Mechanical Contractors (Vendor) at

(Vendor Name)

3140 F Ave NW, Cedar Rapids, Iowa 52405

(Vendor Address - City and State)

PROJECT TITLE: General heating and plumbing maintenance work.

(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

General heating and plumbing maintenance work.

The work described above shall be completed at the following location(s):

Fire Headquarters (11 W. 9th St), Station 2 (2180 JFK Rd), Station 3 (3155 Central Ave.), Station 4 (1697 University Ave),
Station 5 (689 S. Grandview), Station 6 (1500 Rhomberg)

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal;**
- **Plans and Specifications;**
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A);** and
- **Insurance Schedule G for Vendors (Exhibit B) or Insurance Schedule J for Professional Services (Exhibit C).**
Check Appropriate Box
 - ☒ Insurance Schedule G – Vendors
 - ☐ Insurance Schedule J – Professional Services
- Other: _____

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.

4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.

5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.

6. The Vendor shall fully complete the Project under this Contract on or before

June 30, 2026

(DATE)

7. Indemnification; Liability for City Damage

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

B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.

8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule G or Insurance Schedule J attached to this Contract.

Check Appropriate Box

- ☒ Insurance Schedule G – Vendors
☐ Insurance Schedule J – Professional Services

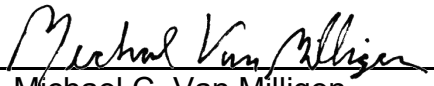
9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.
10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.
11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.
12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT \$ Up to \$10,000.00

CITY OF DUBUQUE, IOWA

By:  09/29/2025
Michael C. Van Milligen Date
City Manager

VENDOR:

Brecke Mechanical Contractors
Company Name

By: Bret Brecke Digitally signed by Bret Brecke
Date: 2025.09.25 15:45:30 -05'00' 9-25-25
Signature Date

Printed Name

Executive Vice President
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.
2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.
3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.
4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.
5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.
6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.
7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.
8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.
9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.
10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.

11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.
12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.
14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE G

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

INSURANCE SCHEDULE G (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others endorsement.
- 7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

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

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

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

D) PROFESSIONAL LIABILITY \$1,000,000

Coverage required: ☐ Yes ☐ No

If the required policy provides claims-made coverage:

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

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

Coverage required: ☐ Yes ☐ No

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

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

Coverage required: ☐ Yes ☐ No

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
 2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
 3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
 4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.
- No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

**City of Dubuque
City Council**

CONSENT ITEMS # 15.

ITEM TITLE:	Iowa Department of Transportation Bridge Repairs Project Notification
SUMMARY:	Correspondence from Jesse Tibodeau, Assistant District Engineer with the Iowa Department of Transportation, notifying the City Council of bridge repairs on US-20 over the Mississippi River in Dubuque.
SUGGESTED DISPOSITION:	Receive and File
ATTACHMENTS:	
	1. Correspondence

October 1, 2025

Ref: BRF-020-9(273)--38-31

Dear City Council:

This is official notification to your City Council that the Iowa Department of Transportation (DOT) proposes to let the project as referenced above on October 21, 2025. This project, or a portion thereof, lies within your city. The project is proposed for construction during 2026 and will consist of bridge repairs on US-20 over the Mississippi River in Dubuque.

The work will be done in accord with the current Form 810034 "Agreement for Primary Road Extension Maintenance and Operation". Project costs will be paid from the Primary Road Fund and no charges will be made against the city.

The contract will be administered by the Manchester Resident Construction Engineer's Office. If the City would like to be notified of the preconstruction meeting schedule, contractor's proposed work schedule, or has any other questions and/or concerns, please contact Hugh Holak, P.E., Resident Construction Engineer of the Manchester RCE Office by calling 563-927-2397, or by email at hugh.holak@iowadot.us

We would appreciate this project notification being included on your next City Council meeting agenda as a matter of information for the Council members. If you have any questions concerning the work involved, please contact this office as soon as possible to expedite any possible changes.

Sincerely yours,



Jesse Tibodeau, P.E.
Assistant District Engineer

JLT:JWP

To: Adrienne Breitfelder, City Clerk, City of Dubuque**Cc:** Jim Schnoebelen, P.E., Iowa DOT District Engineer, District 6

Jesse Tibodeau, P.E., Iowa DOT Assistant District Engineer, District 6

Danielle Alvarez, P.E., Iowa DOT District Construction Engineer, District 6

Hugh Holak P.E., Manchester Resident Construction Engineer, Manchester RCE Office

Brian Stelken, Iowa DOT Engineering Tech Senior, Manchester RCE Office

Diane Recker, Iowa DOT Engineering Office Assistant, Manchester RCE Office

Seth Kjormoe P.E., Iowa DOT Area Engineer, District 6 Office

**City of Dubuque
City Council**

CONSENT ITEMS # 16.

ITEM TITLE:	Request-ImOn Arena Used Generator Equipment Purchase
SUMMARY:	City Manager recommending City Council approval to purchase a used 1.5 megawatt (MW) generator for the ImOn Arena, disconnection, moving, and reinstallation of the generator for a total of \$225,000.
SUGGESTED DISPOSITION:	Receive and File; Approve
ATTACHMENTS:	
	1. MVM Memo
	2. Staff Memo

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Request-ImOn Arena Used Generator Equipment Purchase

DATE: October 2, 2025

Parks and Recreation Director Matthew Kalcevich is recommending City Council approval to purchase a used 1.5 megawatt (MW) generator for the ImOn Arena, disconnection, moving, and reinstallation of the generator for a total of \$225,000.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Matthew Kalcevich, Parks and Recreation Director
Marie Ware, Acting Project and Facilities Manager
Bob Schiesl, Assistant City Engineer
Gus Psihoyos, City Engineer
Jared Charland, Project and Facilities Manager
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Tony Breitbach, Purchasing/Risk Manager
Anthony Williams, President and CEO Q Casino and Resort

TO: Michael C. Van Milligen, City Manager
FROM: Matthew K. Kalcevich, Parks and Recreation Director
SUBJECT: Request-ImOn Arena Used Generator Equipment Purchase
DATE: October 1, 2025

INTRODUCTION

The purpose of this memo is to request funding from the FY 26 Budget Amendment #1 for the purchase of a used 1.5 megawatt (MW) generator for ImOn Arena, disconnection, moving, and reinstallation.

BACKGROUND

The City Council in the FY23 budget approved funding in the amount of \$4,600,000 for settling remediation, dehumidification and air conditioning improvements, and a generator for the ice arena. The first project to be completed was the settlement remediation project. The dehumidification project is currently ongoing at this time.

The City was initially planning to include and develop a larger scale project for the design and installation of a new dehumidification system, a new air conditioning HVAC and emergency generator system. However, due to higher cost projections that exceeded available budgeted funding, the scope of improvements was reduced.

As part of the initial feasibility study, the City's consultant evaluated the addition of new air conditioning equipment to provide conditioned air for the arena to support dry floor events during summer months. To support the dehumidification system, the recommendation was to add four (4) 50-ton air conditioning roof top units. The full arena air conditioning project was estimated at \$3,900,000. The air conditioning project was based upon discussions about the potential to host dry floor events in the arena in the off season (mostly summer) to increase financial viability of the arena and activities of the island.

As part of the feasibility study, the City's consultant also evaluated the energy loads of the ice arena facility to determine capacity requirements for an emergency generator system. Based on the operations of the ice arena, Nelson-Rudie recommended the following two (2) generator system options for consideration.

Options	Cost Estimate
Full Building Generator (1 Megawatt)	\$ 760,000
Critical Systems ONLY Generator (500 KW)	\$ 549,000

Based on updated cost estimates and current available funding for the Ice Arena improvements, there was insufficient funding available to add the air conditioning HVAC improvements or the emergency generator system as part of the original contemplated dehumidification project.

Staff prioritized improvements to the arena include only the dehumidification system as a Phase 1 project and further proposed the air conditioning HVAC and emergency generator system could be budgeted in a future fiscal year or include with a future potential 2nd ice sheet.

The City received bids in February 2025 for the Phase 1 - Ice Arena Dehumidification System Upgrade Project. Giese Sheet Metal Co, Inc. was awarded the improvement contract in the amount of \$308,950.00. The bid award cost for the ImOn Ice Arena Dehumidification System Upgrade Project from project number is 2849900004 with a total project cost of \$521,750.00 which included construction (the contract award of \$308,950), contingency, consultant services for design and construction as well as city staff services.

A change order was approved to strengthen the roof to be ready for the installation of AC rooftop units in the future. This change order was to limit disruptions to the lounge and Saints office areas once versus having another major disruption potentially in the future. The change order addition was in the amount of \$110,000. The entire lower roof is being reconstructed and reinforced to support the new dehumidification unit and prepare the roof for the future installation of AC rooftop units, while eliminating the future costs to temporarily remove and reinstall the dehumidification unit.

Due to the successful financial operations the last two seasons that now includes extended ice seasons, more tournaments, more ice rentals, the addition of University of Dubuque usage, and more, Marie Ware, Acting Project and Facilities Manager, felt it was important to have a discussion with the DRA/Schmitt Island Development (SID) representatives and Arena staff regarding the potential need for AC now that use of the ice has increased so much. Additionally, they have experienced the costs related to taking the ice out and putting it back in, restriping/painting the ice, and load-in and load-out of non-ice events. Brian Rakestraw, Interim CEO; Lance Carnahan, VP Casino Operations (who oversees the Arena), Rob Kormann, Director of Facilities, (oversees all the Q facilities and arena maintenance) and Mark Plantery, ImOn Arena General Manager were consulted regarding the need for AC as well as other competing needs for the Arena. They shared the following information.

Each time the ice is taken out and needs put back in there is a cost of approximately \$20,000. The cost of covering the ice also comes with the human capital cost as well as personnel and equipment costs to recondition the ice after it is covered. Depending

upon the event, the safety glass around the area needs to be removed, which comes with a human capital cost as well. Any event would need to cover these costs, which means it must be a highly profitable event. The Arena was also not built for easy load in and load out of events. The load in door is not lined up with the opening that goes to the ice floor which does not allow easy load to in/load out of event equipment.

Does this mean that AC would never be needed? No, it does not. If we look ahead to the potential of a second sheet of ice and a heavier load of ice events to be used throughout twelve months in the arena, the need will rise likely again.

DISCUSSION

The City was approached with an opportunity to consider the purchase of a used 1.5 megawatt (MW) generator. The used generator is at a Dubuque facility where the building is changing hands and the future use of the building has no need for the generator. The generator is a size that would meet the needs of the current ice arena and have extra capacity if a second sheet of ice is added. As outlined in the Background section of this memo, a 1.0 MW generator could run the entire building and a 50 KW generator could run critical systems of the arena.

The used generator is being offered at a price of \$125,000. The prices above were provided by consultants two years ago (\$550,000 for a new generator to run critical systems and \$760,000 for a new generator to run the entire building).

City staff are working through the due diligence process used for considering the purchase of used equipment. This includes but is not limited to having a third party evaluate the used generator condition, hours of use, service records, pricing of similar used equipment on the market, and more.

BUDGET IMPACT

Purchase of used generator	\$125,000
Disconnect, move, reinstall*	<u>\$100,000</u>
TOTAL	\$225,000

*This includes slab and foundation, electrical system modifications at arena, screening of generator.

ACTION REQUESTED

I respectfully request \$225,000 in funding from the FY 26 Budget Amendment #1 for the purchase, disconnection, and reinstallation of a used generator.

Prepared by Marie Ware, Acting Project and Facilities Manager

cc: Bob Schiesl, Assistant City Engineer
Gus Psihoyos, City Engineer
Jared Charland, Project and Facilities Manager
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Tony Breitbach, Purchasing/Risk Manager
Anthony Williams, President and CEO Q Casino and Resort
Lance Carnahan, VP Casino Operations
Rob Kormann, Director of Facilities
Mark Plantery, ImOn Arena General Manager

**City of Dubuque
City Council**

CONSENT ITEMS # 17.

ITEM TITLE: Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications

SUMMARY: City Manager recommending City Council approval of the retail tobacco, tobacco products, alternative nicotine products, vapor products, and device permits as submitted.
RESOLUTION Approving Applications for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and 453E.3

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

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

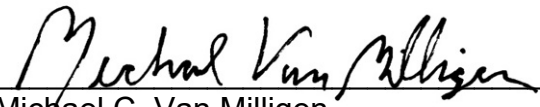
SUBJECT: Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications

DATE: October 1, 2025

City Clerk Adrienne Breitfelder is recommending City Council approval of the permits for retail tobacco, tobacco products, alternative nicotine products, vapor products, and devices effective to June 30, 2026, for the following retailers:

Business Name	Business Address	Permit Type
Kwik Star 1284	730 Airborne Rd.	Retail Tobacco
Guru Kripa	2100 John F. Kennedy Rd..	Retail Tobacco

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Adrienne Breitfelder, City Clerk
Trish Gleason, Assistant City Clerk



City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4864
(563) 589-4100 office
(563) 589-0890 fax
ctyclerk@cityofdubuque.org
www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Adrienne N. Breitfelder, City Clerk

SUBJECT: Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications

DATE: September 29, 2025

Pursuant to Iowa Code §453A.47A and §453E.3, a retail permit is required to sell tobacco, tobacco products, alternative nicotine products, vapor products, or devices at any place of business or through delivery sales within the state of Iowa. All permits expire annually on June 30 and are classified as either device retailer permits, or retail tobacco permits, with the latter covering tobacco, tobacco products, alternative nicotine products, and vapor products. The Iowa Department of Revenue (IDOR) administers the retail permitting requirements outlined in these sections and coordinates with local governments on permit approvals. The City Clerk's Office is responsible for processing all permit applications for businesses located within city limits. Once a completed application is received, it is approved by the City Council before it is submitted to the IDOR for further action.

Upon confirmation that the City Clerk's Office has received the completed applications, I recommend approving the permits for retail tobacco, tobacco products, alternative nicotine products, vapor products, and devices effective to June 30, 2026, for the following retailers.

Business Name	Business Address	Permit Type
Kwik Star 1284	730 Airborne Rd.	Retail Tobacco
Guru Kripa	2100 John F. Kennedy Rd..	Retail Tobacco

Prepared by: Trish Gleason, Assistant City Clerk

RESOLUTION NO.

APPROVING APPLICATIONS FOR TOBACCO RETAIL, TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, VAPOR PRODUCT S OR DEVICE S, AS REQUIRED BY IOWA CODE 453A.47A AND 453E.3

Whereas, applications for Tobacco/Tobacco Products/Alternative Nicotine Products/Vapor Product s or Device retail s have been submitted and filed with the City Clerk; and

Whereas, the applicants have filed the proper application and fees as required by the Iowa Department of Revenue; and

Whereas, applications are presented to City Council for approval.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued the following named applicants and locations for a Cigarette/Device/Tobacco/Nicotine/Vapor product or retail device effective from October 7, 2025, to June 30, 2026.

Business Name	Business Address	Permit Type
Kwik Star 1284	730 Airborne Rd.	Retail Tobacco
Guru Kripa	2100 John F. Kennedy Rd..	Retail Tobacco

Passed, approved, and adopted this 6th day of October, 2025.

Brad M. Cavanagh, Mayor

Attest:

Trish L. Gleason, Assistant City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 1.

ITEM TITLE:	Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement
SUMMARY:	City Manager recommending City Council adopt the attached Resolution setting a public hearing for October 20, 2025, on a proposed Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations. RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Hitzler Rental, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, And Providing For The Publication Of Notice Thereof
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for October 20, 2025
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Development Agreement - Signed 4. Notice of Hearing 5. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: October 1, 2025

Assistant Economic Development Director Ian Hatch is recommending City Council adopt the attached Resolution setting a public hearing for October 20, 2025, on a proposed Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

Hitzler Rental, LLC, owned by local developer Tim Hitzler, is in the process of acquiring property located at 2541 Central Avenue with the intent of redeveloping the property. Hitzler has successfully redeveloped several properties in the Dubuque area including mixed use property at 1902 Central. Hitzler is also a stakeholder in Key City Creative, a collaborative maker space located on the Central Avenue Curve.

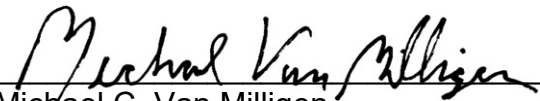
Hitzler Rental, LLC submitted an application for housing creation and the rehabilitation of the façade of 2541 Central Avenue. The property has been vacant and underutilized for many years. The applicant is proposing a \$430,000 project that will create four new residential rental units, a micro-retail space, and restore the building façade. The micro-retail space will create an opportunity for local entrepreneurs and artisans to establish a visible, affordable presence in the neighborhood.

The key elements of the Development Agreement include the following:

1. Developer will make a capital investment of approximately \$430,000 to rehabilitate the property.
2. Developer must create 4 residential rental units.
3. Developer will receive 15 years of tax increment financing incentives in the form of semi-annual rebates. Tax increment financing incentives are estimated to not exceed \$40,000.
4. City to award a Downtown Housing Incentive Grant in an amount of \$40,000 (\$10,000 x 4 units)
5. City to award a Downtown Rehabilitation Grant not to exceed \$35,000.

6. City of Dubuque will amend the Greater Downtown Urban Renewal District Plan to accommodate the issuance of tax increment financing incentives.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director
Ian Hatch, Assistant Economic Development Director



Economic Development
Department
50 West 13th Street
Dubuque, Iowa 52001-4864
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Ian C. Hatch, Assistant Economic Development Director

SUBJECT: Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: September 29, 2025

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached Resolution setting a public hearing for October 20, 2025 on a proposed Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

BACKGROUND

Hitzler Rental, LLC, owned by local developer Tim Hitzler, is in the process of acquiring property located at 2541 Central Avenue with the intent of redeveloping the property. Hitzler has successfully redeveloped several properties in the Dubuque area including mixed use property at 1902 Central. Hitzler is also a stakeholder in Key City Creative, a collaborative maker space located on the Central Avenue Curve.

DISCUSSION

Hitzler Rental, LLC submitted an application for housing creation and the rehabilitation of the façade of 2541 Central Avenue. The property has been vacant and underutilized for many years. The applicant is proposing a \$430,000 project that will create four new residential rental units, a micro-retail space, and restore the building façade. The micro-retail space will create an opportunity for local entrepreneurs and artisans to establish a visible, affordable presence in the neighborhood.

The key elements of the Development Agreement include the following:

1. Developer will make a capital investment of approximately \$430,000 to rehabilitate the property.
2. Developer must create 4 residential rental units.
3. Developer will receive 15 years of tax increment financing incentives in the form of semi-annual rebates. Tax increment financing incentives are estimated to not exceed \$40,000.
4. City to award a Downtown Housing Incentive Grant in an amount of \$40,000 (\$10,000 x 4 units)
5. City to award a Downtown Rehabilitation Grant not to exceed \$35,000.
6. City of Dubuque will amend the Greater Downtown Urban Renewal District Plan to accommodate the issuance of tax increment financing incentives.

The Development Agreement requires Developer to accept applications from prospective tenants with housing choice vouchers (issued under the U.S. HUD's Section 8 voucher program or a similar program) that are otherwise qualified prospective tenants.

RECOMMENDATION/ ACTION STEP

I recommend the City Council adopt the attached Resolution setting an October 20, 2025 public hearing on the Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
HITZLER RENTAL, LLC**

This Development Agreement (Agreement) dated for reference purposes the _____ day of _____, 2025 is made and entered into by and between the City of Dubuque, Iowa (City), and Hitzler Rental, LLC (Developer).

WHEREAS, Developer will be as of the Closing Date the owner of the real estate locally known as 2541 Central Avenue, Dubuque, Iowa and legally described as follows (the Property):

Lot 1 of Lot 1 of Lot 5 of Kiene & Altman's Subdivision in the City of Dubuque, Iowa; and Lot 1-239 of Davis Farm Addition in the City of Dubuque, Iowa.

; and

WHEREAS, the Property is located in the Greater Downtown Urban Renewal District (the District) which has been so designated by City Council Resolution 123-67, on May 18, 1967 as a slum and blighted area (the Project Area) defined by Iowa Code Chapter 403 (the Urban Renewal Law); and

WHEREAS, Developer will undertake the redevelopment of a building (the Building) located on the Property (the Project) and will be operating the same during the term of this Agreement; and

WHEREAS, the Building is historically significant and it is in the City's best interest to preserve the Building; and

WHEREAS, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on May 18, 1967 and last amended on April 21, 2025, City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as amended; and

WHEREAS, the Dubuque City Council believes it is in the best interests of the City to encourage Developer in the development of the Property by providing certain incentives as set forth herein.

NOW, THEREFORE, the parties to this Development Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

SECTION 1. REPRESENTATIONS AND WARRANTIES

1.1 Representations and Warranties of City. In order to induce Developer to enter into this Agreement, City hereby represents and warrants to Developer that to the best of City's knowledge:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at the time of closing confirming the representations contained herein, in the form attached hereto as Exhibit A.
- (2) City shall exercise its best efforts to cooperate with Developer in the development process.
- (3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.
- (4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.
- (5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City, or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.
- (6) No ordinance or hearing is now before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen,

modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this section shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

(8) As of the date of this Agreement there has been prepared and approved by City an Urban Renewal Plan for the Project Area consisting of the Urban Renewal Plan for the Greater Downtown Urban Renewal Plan, most recently approved by City Council of City on April 21, 2025, and as subsequently amended through and including the date hereof, attached as Exhibit E (the Urban Renewal Plan). A copy of the Urban Renewal Plan, as constituted on the date of this Agreement and in the form attached hereto, has been recorded among the land records in the office of the Recorder of Dubuque County, Iowa.

1.2 Representations and Warranties of Developer. The Developer makes the following representations and warranties:

(1) Developer is a limited liability corporation duly organized and validly existing under the laws of the State of Iowa and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

(2) This Agreement has been duly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally. Developer's counsel shall issue a legal opinion to City, at the time of closing, confirming the representations contained herein, in the form attached hereto as Exhibit B.

(3) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the

articles of incorporation or the bylaws of Developer or any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(4) There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business, financial position or result of operations of Developer or which affects the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

(5) Developer will perform its obligations under this Agreement in accordance with the material terms of this Agreement, the Urban Renewal Plan and all local, state and federal laws and regulations.

(6) Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all material requirements of all applicable local, state, and federal laws and regulations which must be obtained or met.

(7) Developer has firm commitments for permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the requirements of this Agreement and shall provide evidence thereof to City prior to the Public Hearing.

1.3 Closing. The closing shall take place on the Closing Date which shall be the 4th day of November, 2025, or such other date as the parties shall agree in writing but in no event shall the Closing Date be later than the 26th day of November, 2025. Consummation of the closing shall be deemed an agreement of the parties to this Agreement that the conditions of closing shall have been satisfied or waived.

1.4 Conditions to Closing. The closing of the transaction contemplated by this Agreement and all the obligations of Developer under this Agreement are subject to fulfillment, on or before the Closing Date, of the following conditions:

(1) The representations and warranties made by City in Section 1.1 shall be correct as of the Closing Date with the same force and effect as if such representations were made at such time. At the closing, City shall deliver a certificate to that effect in the form of Exhibit C.

(2) Developer shall have the right to terminate this Agreement at any time prior to the consummation of the closing on the Closing Date if Developer determines in its sole discretion that conditions necessary for the successful completion of the Project contemplated herein have not been satisfied in Developer's sole discretion. Upon the giving notice of termination by Developer to City, this Agreement shall be deemed null and void.

(3) Developer and City shall be in material compliance with all the terms and provisions of this Agreement.

(4) Developer shall have furnished City with evidence, prior to the Public Hearing, in a form satisfactory to City (such as a letter of commitment from a bank or other lending institution), that Developer has firm financial commitments in an amount sufficient, together with equity commitments, to complete the Minimum Improvements (as defined herein) in conformance with the Construction Plans (as defined herein), or City shall have received such other evidence of Developer's financial ability as City in its reasonable judgment City requires.

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

(6) Developer shall deliver a signed acknowledgement committing to provide and maintain the insurance requirements as indicated in Section 5.6 of this Agreement in the form attached hereto as Exhibit H.

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

SECTION 2. DEVELOPMENT ACTIVITIES

2.1 Required Minimum Improvements. Developer will make a capital investment of approximately Four Hundred Thirty-Seven Dollars (\$437,000.00) to improve the Building (the Minimum Improvements). The Minimum Improvements include creating four (4) new residential units and rehabilitating the façade including doors and windows.

2.2 Plans for Construction of Minimum Improvements. Plans and specifications with respect to the development of the Property and the construction of the Minimum Improvements thereon (the Construction Plans) shall be in conformity with Urban Renewal Plan, this Agreement, and all applicable state and local laws and regulations, including but

not limited to any covenants, conditions, restrictions, reservations, easements, liens and charges, recorded in the records of Dubuque County, Iowa. Developer shall submit to City, for approval by City, plans, drawings, specifications, and related documents with respect to the improvements to be constructed by Developer on the Property. All work with respect to the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by City.

2.3 Timing of Improvements. Developer hereby agrees that construction of the Minimum Improvements on the Property shall begin by December 1, 2025, and shall be substantially completed by December 31, 2026. The time for the performance of these obligations shall be suspended due to unavoidable delays meaning delays, outside the control of the party claiming its occurrence in good faith, which are the direct result of strikes, other labor troubles, unusual shortages of materials or labor, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion directly results in delays, or acts of any federal, state or local government which directly result in extraordinary delays. The time for performance of such obligations shall be extended only for the period of such delay.

2.4 Certificate of Completion. Promptly following the request of Developer upon completion of the Minimum Improvements, City shall furnish Developer with an appropriate instrument so certifying. Such certification (the Certificate of Completion) shall be in the form attached as Exhibit I and shall be a conclusive determination of the satisfaction of Developer's obligations to make the Minimum Improvements under this Agreement and completion of the Minimum Improvements by Developer as required by this Agreement.

2.5 Security Cameras. Developer shall install security cameras on the exterior of all buildings on the Property and register said cameras with the "Secure Dubuque Personal Surveillance System" described at <https://cityofdubuque.org/2980/Secure-Dubuque>.

SECTION 3. CITY PARTICIPATION

3.1 Economic Development Grants to Developer. For and in consideration of Developer's obligations hereunder, and in furtherance of the goals and objectives of the urban renewal plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make thirty (30) consecutive semi-annual payments (such payments being referred to collectively as the Economic Development Grants) to Developer:

November 1, 2028

May 1, 2029

November 1, 2029	May 1, 2030
November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032
November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035
November 1, 2035	May 1, 2036
November 1, 2036	May 1, 2037
November 1, 2037	May 1, 2038
November 1, 2038	May 1, 2039
November 1, 2039	May 1, 2040
November 1, 2040	May 1, 2041
November 1, 2041	May 1, 2042
November 1, 2042	May 1, 2043

pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to a portion of the tax increment revenues collected by City under Iowa Code Section 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six-month period in respect of the Minimum Improvements constructed by Developer (the Developer Tax Increments). For purposes of calculating the amount of the Economic Development Grants provided in this Section, the Developer Tax Increments shall be only those tax increment revenues collected by City in respect of the increase in the taxable value of the Property above the assessed value on January 1, 2025 of One Hundred Sixty Thousand Five Hundred Dollars (\$160,500) (the Baseline Valuation). The Developer Tax Increments shall not include (i) any property taxes collected for the payment of bonds and interest of each taxing district, (ii) any taxes for the regular and voter-approved physical plant and equipment levy, (iii) the remaining actual amount of tax increment revenues collected by City in respect of the valuations of the Property prior to January 1, 2025 and (iv) any other portion required to be excluded by Iowa law, and thus such incremental taxes will not include all amounts paid by Developer as regular property taxes.

3.2 To fund the Economic Development Grants, City shall certify to the County prior to December 1, 2026 its request for the available Developer Tax Increments resulting from the assessments imposed by the County as of January 1 of that year and each year thereafter until and including January 1, 2043, to be collected by City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to the Developer on November 1 and May 1 of that fiscal year. (Example: if City certifies in December, 2026, the Economic

Development Grants in respect thereof would be paid to the Developer on November 1, 2028, and May 1, 2029.)

3.3 The Economic Development Grants shall be payable from and secured solely and only by the Developer Tax Increments paid to City that, upon receipt, shall be deposited and held in a special account created for such purpose and designated as the Hitzler 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 Hitzler TIF Account to pay the Economic Development Grants, as and to the extent set forth in Section 3.1 hereof. The Economic Development Grants shall not be payable in any manner by other tax increments revenues, or by general taxation or from any other City funds. City makes no representation with respect to the amounts that may be paid to Developer as the Economic Development Grants in any one year and under no circumstances shall City in any manner be liable to Developer so long as City timely applies the Developer Tax Increments actually collected and held in the Hitzler TIF Account (regardless of the amounts thereof) to the payment of the Economic Development Grants to Developer as and to the extent described in this Section.

3.4 City shall be free to use any and all tax increment revenues collected in respect of other properties within the Project Area and the remaining actual amount of the property taxes paid by Developer to City, or any available Developer Tax Increments resulting from the termination of the annual Economic Development Grants under Section 3.1 hereof, for any purpose for which such tax increment revenues may lawfully be used pursuant to the provisions of the Urban Renewal Law, and City shall have no obligations to Developer with respect to the use thereof.

3.5 Downtown Housing Incentive.

(1) City agrees to provide to Developer on the terms and conditions set forth in the Downtown Housing Incentive Program attached hereto as Exhibit F, a grant in an amount not to exceed Forty Thousand Dollars (\$40,000.00) (the Grant).

(2) Grant funds will not be disbursed to Developer until City has issued a Certificate of Completion for the Project. The Grant shall be paid in Ten Thousand Dollar (\$10,000.00) payments for each apartment that receives a Certificate of Completion up to a maximum of three apartments. Prior to the disbursement of any funds, Developer shall provide evidence satisfactory to City that the Minimum Improvements have been completed in accordance with the Plans and other documentation submitted to City with the Downtown Housing Assistance application.

3.6 Downtown Rehabilitation Grant. City agrees to provide a matching (1:1) grant not to exceed Thirty-Five Thousand Dollars (\$35,000) to reimburse Developer for documents costs related to the following eligible activities: for each parcel as follows:

(1) Planning & Design predevelopment costs, architectural and engineering fees and other authorized soft costs associated with the rehabilitation of the Development Property on the terms and conditions set forth by the State Historic Preservation Office, as set forth in Exhibit G.

(2) Façade documented costs that improve the overall appearance of the Development Property, provided the Project meets the criteria of the Façade Grant Program and on the terms and conditions set forth by the State Historic Preservation Office, as set forth in Exhibit G.

(3) Financial Consultant documented costs related to hiring a financial consultant to evaluate the Project's feasibility on the terms and conditions set forth in Exhibit G.

(4) A final design plan for the façade must be approved by City staff on the terms and conditions set forth in a Design Letter to be issued by City. If a final design plan for the façade is not approved, this grant will not be available for the Project.

3.8 Payment of the Grants. The Grants shall be payable as follows:

(1) Any and all portions of the Grant shall be funded solely and only from available Program funds;

(2) Prior to the release of any grant funds, (i) Developer shall have submitted documentation of its eligible expenses under the corresponding eligible activity;

(3) City shall have issued a Certificate of Completion; and

(4) The Grant funds shall be disbursed directly to Developer.

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

4.1 Non-Appropriation.

(1) Notwithstanding anything in this Agreement to the contrary, the obligation of City to pay any installment of the Economic Development Grants from the pledged

tax increment revenues shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of City or a pledge of its full faith and credit within the meaning of any constitutional or statutory debt limitation, and shall be subject in all respects to the right of non-appropriation by the City Council of City as provided in this Section. City may exercise its right of non-appropriation as to the amount of the installments to be paid during any fiscal year during the term of this Agreement without causing a termination of this Agreement. The right of non-appropriation shall be exercised only by resolution affirmatively declaring City's election to non-appropriate funds otherwise required to be paid in the next fiscal year under this Agreement.

(2) In the event the City Council of City elects to not appropriate sufficient funds in the budget for any future fiscal year for the payment in full of the installments on the Economic Development Grants due and payable in that future fiscal year, then City shall have no further obligation to Employer or Developers for the payment of any installments due in that future fiscal year which cannot be paid with the funds then appropriated for that purpose.

(3) Developer acknowledges and agrees that the State of Iowa retains the authority to amend, modify, or repeal laws governing property tax, tax increment financing (TIF), and any related rebate mechanisms. City makes no representations or warranties regarding the continuation of current state law or the availability of rebates in their present form. In the event that any legislative or regulatory action by the State of Iowa alters or limits the availability, calculation, distribution, or administration of rebates, City shall have no obligation to compensate Developer for any resulting reduction, loss, or elimination of rebates. Developer assumes all risk associated with potential changes to applicable state law.

4.2 The right of non-appropriation reserved to City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to pay future installments on the Economic Development Grants shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision,

and to this end the provisions of this Agreement are severable.

SECTION 5. COVENANTS OF DEVELOPER

5.1 The Minimum Improvements shall conform to the U.S. Secretary of the Interior's Standards for Rehabilitation.

5.2. Operation of Property.

(1) Housing Vouchers. For and in consideration of the Grant offered under this Agreement, during the operation of the Development Property as a rental residential property, Developer shall accept, or cause to be accepted, applications from prospective tenants with housing vouchers issued under the U.S. HUD's Section 8 voucher program or a similar program who are otherwise qualified prospective tenants. Developer shall not deny any tenant a lease based on a public assistance source of income. A public assistance source of income means income and support derived from any tax supported federal, state or local funds, including, but not limited to, social security, supplemental security income, temporary assistance for needy families, family investment program, general relief, food stamps, and unemployment compensation, housing choice voucher subsidies and similar rent subsidy programs. This Section 5.2 shall survive the termination of this Agreement. If Developer or Developer's successors or assigns violates the requirements of this Section 5.2 as determined by the City Manager in the City Manager's sole discretion after the termination of this Agreement, Developer or Developer's successors or assigns shall not be eligible for any City financial assistance programs.

(2) Short-Term Rental. For and in consideration of the Grant offered under this Agreement, during the operation of the Development Property as residential rental property and during the term of this Agreement, no residential rental unit shall be leased to any tenant for an initial term of fewer than thirty (30) days, and no portion of the Development Property may be used for short-term rental purposes. Developer agrees to include similar prohibitions regarding short-terms rentals in each lease agreement for each residential rental unit of the Development Property during the term of this Agreement. Developer further agrees to include such prohibitions in each and every lease agreement for any residential rental unit of the Development Property for so long as any single residential rental unit of the Development Property remains subject to the terms and conditions of this Agreement.

5.3 Books and Records. During the term of this Agreement, Developer shall keep at all times and make available to City upon reasonable request proper books of record and

account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer in accordance with generally accepted accounting principles consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account.

5.4 Real Property Taxes. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property unless Developer's obligations have been assumed by another person pursuant to the provisions of this Agreement.

5.5 No Other Exemptions. During the term of this Agreement, Developer agrees not to apply for any state or local property tax exemptions which are available with respect to the Property or the Minimum Improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the term of this Agreement, including those that arise under Iowa Code Chapters 404 and 427, as amended.

5.6 Insurance Requirements.

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and at its sole cost and expense builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the Building (including Minimum Improvements) replacement cost when construction is completed, naming City as a lender loss payable. Coverage shall include the "special perils" form and developer shall furnish City with proof of insurance in the form of a certificate of insurance. If the builder's risk policy purchased includes "soft costs" associated with this project, the limit for that coverage will be at the sole discretion of the contractor.

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

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

(4) Developer shall notify City immediately in the case of damage exceeding Fifty Thousand Dollars (\$50,000) in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance (Net Proceeds), shall be paid directly to Developer as its interests may appear, and Developer shall forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Property (as its interests may appear). Developer shall complete the repair, reconstruction and restoration of Minimum Improvements whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

5.7 Preservation of Property. During the term of this Agreement, Developer shall maintain, preserve and keep, or cause others to maintain, preserve and keep, the Minimum Improvements in good repair and working order, ordinary wear and tear accepted, and from time to time shall make all necessary repairs, replacements, renewals and additions.

5.8 Non-Discrimination. In carrying out the project, Developers shall not discriminate against any employee or applicant for employment because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

5.9 Conflict of Interest. Developer agrees that no member, officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity, or benefit therefrom, which is part of this project at any time during or after such person's tenure. In connection with this obligation, Developer shall have the right to rely upon the

representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.

5.10 Non-Transferability. Until such time as the Minimum Improvements are complete (as certified by City under Section 2.4), this Agreement may not be assigned by Developer nor may the Property be transferred by Developer to another party. Thereafter, with the prior written consent of City, which shall not be unreasonably withheld, Developer shall have the right to assign this Agreement, and upon assumption of the Agreement by the assignee, Developer shall no longer be responsible for its obligations under this Agreement.

5.11 No change in Tax Classification. Developer agrees that it will not take any action to change, or otherwise allow, the classification of the Property for property tax purposes to become other than commercial property and to be taxed as such under Iowa law. This restriction shall terminate upon the termination of this Agreement. However, Developer may apply for a reclassification of the Property in the event Iowa law is modified to allow a building containing four apartments within one building to be classified as residential for property tax purposes.

5.12 Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof, for the duration of this Agreement, that they, and their respective successors and assigns, shall:

(1) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan (and City represents and agrees that use of the Property as a restaurant and upper-story housing, is in full compliance with the Urban Renewal Plan) (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same); and

(2) Not discriminate upon the basis of race, religion, color, sex, sexual orientation, gender identity, national origin, age or disability in the sale, lease, rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

5.13 Compliance with Laws. Developer shall comply with all laws, rules and regulations relating to its businesses, other than laws, rules and regulations the failure to comply with or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, financial or otherwise, of Developer.

SECTION 6. EVENTS OF DEFAULT AND REMEDIES

6.1 Events of Default Defined. The following shall be Events of Default under this Agreement and the term Event of Default shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (1) Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the Minimum Improvements and the Property.
- (2) Failure by Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement.
- (3) Transfer of any interest by Developer of the Minimum Improvements in violation of the provisions of this Agreement prior to the issuance of the final Certificate of Completion.
- (4) Failure by Developer or City to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

6.2. Remedies on Default by Developer. Whenever any Event of Default referred to in Section 5.1 of this Agreement occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to Developer (and the holder of any mortgage encumbering any interest in the Property of which City has been notified of in writing) of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and Developer does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- (1) City may suspend its performance under this Agreement until it receives assurances from the Developer deemed adequate by City, that the Developer will cure its default and continue its performance under this Agreement;
- (2) Until the Closing Date, City may cancel and rescind this Agreement;
- (3) Until issuance of the Certificate of Completion, City shall be entitled to recover from Developer the sum of all amounts expended by City in connection with

the funding of the Downtown Rehab Loan/Grant and Economic Development Grant to Developer and City may take any action, including any legal action it deems necessary, to recover such amounts from the Developer;

(4) City may withhold the Certificate of Completion; or

(5) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

6.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

6.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

6.5 Agreement to Pay Attorneys' Fees and Expenses. If any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of litigation from the other party. Such fees and costs of litigation may be set by the court in the trial of such action or by the arbitrator, as the case may be, or may be enforced in a separate action brought for that purpose. Such fees and costs of litigation shall be in addition to any other relief that may be awarded.

6.6 Remedies on Default by City. If City defaults in the performance of this Agreement, Developer may take any action, including legal, equitable or administrative action that may appear necessary or desirable to collect any payments due under this Agreement, to recover expenses of Developer, or to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement. Developer may suspend their performance under this Agreement until they receive assurances from City, deemed adequate by Developer, that City will cure its default and continue its performance under this Agreement.

SECTION 7. GENERAL TERMS AND PROVISIONS

7.1 Notices and Demands. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

If to Developer: Timothy J. Hitzler
Hitzler Rental, LLC
2655 Fulton Street
Dubuque, Iowa 52001

With copy to: Clemens, Walters, Conlon, Runde & Hiatt, L.L.P.
Jeffery E. Hiatt
2080 Southpark Court
Dubuque, IA 52003

If to City: City Manager
50 W. 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4110
Fax: (563) 589-4149

With copy to: City Attorney
City Hall
50 W. 13th Street
Dubuque IA 52001

or at such other address with respect to either party as that party may, from time to time designate in writing and forward to the other as provided in this Section.

7.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of City and Developer and their respective successors and assigns.

7.3 Force Majeure. A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is prevented, impeded, or hindered, unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control and after the party has taken reasonable steps to

avoid or mitigate such event or its consequences (each a “Force Majeure Event”) including, without limitation in any way, as the result of any acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes and/or labor disputes, pandemic, epidemic, quarantines, government stay-at-home orders, municipal and other government orders, failure of Internet, or other matter beyond the control of such party. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party identifying the Force Majeure Event, explaining how it impacts performance and the estimated duration, identifying the relief requested, agreeing to limit damages to the other party and to immediately resume performance upon termination of the Force Majeure Event, and agreeing to supplement the notice as more information becomes available, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible. No obligation to make a payment required by this Agreement is excused by a Force Majeure Event. The nonperforming party shall not be entitled to any damages or additional payments of any kind for any such delay.

7.4 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on December 31, 2043 (the Termination Date).

7.5 Execution by Facsimile. The parties agree that this Agreement may be transmitted between them by facsimile machine. The parties intend that the faxed signatures constitute original signatures and that a faxed Agreement containing the signatures (original or faxed) of all the parties is binding on the parties.

7.6 Memorandum of Development Agreement. Developer shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit D in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

7.7 Legal Compliance. Developer is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances which may apply to the performance of Developer’s obligations under this Agreement, including but not limited to the laws outlined in Exhibit J, and hereby represents and warrants that Developer is in compliance with the same as of the Closing Date and further represents that during the Term Developer will remain in compliance. Developer shall require all contractors and subcontractors providing services under this Agreement shall also certify compliance with this Section.

Developer further represents and warrants that Developer has obtained all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Agreement, including any permits and licenses that might be required by the state or

locality in which Developer performs the Services, and Developer agrees to maintain, at Developer's sole expense, such required permits and licenses for the duration of the term(s) of this Agreement.

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

HITZLER RENTAL, LLC

By _____
Brad M. Cavanagh, Mayor

By Tim Hitzler
Timothy J. Hitzler, President

Attest:

Adrienne N. Breitfelder, City Clerk

LIST OF EXHIBITS

EXHIBIT A	City Attorney's Certificate
EXHIBIT B	Opinion of Developer's Counsel
EXHIBIT C	City Certificate
EXHIBIT D	Memorandum of Development Agreement
EXHIBIT E	Urban Renewal Plan
EXHIBIT F	Downtown Housing Incentive Program
EXHIBIT G	Planning and Design Grant Program, Façade Grant Program, and Financial Consultant Grant Program
EXHIBIT H	Insurance Acknowledgment
EXHIBIT I	Certificate of Completion
EXHIBIT J	Legal Compliance

EXHIBIT A

CITY ATTORNEY'S CERTIFICATE

Barry A. Lindahl, Esq.
Senior Counsel
Suite 330, Harbor View Place
300 Main Street
Dubuque, Iowa 52001-6944
(563) 583-4113 office
(563) 583-1040 fax
balesq@cityofdubuque.org



(DATE)

RE:

Dear _____:

I have acted as counsel for the City of Dubuque, Iowa, in connection with the execution and delivery of a certain Development Agreement between Hitzler Rental, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

The City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and has full power and authority to execute, deliver and perform its obligations under this Agreement, and to the best of my knowledge, the representations of the City Manager in his letter dated the ____ day of _____, 20__, are correct.

Very sincerely,

Barry A. Lindahl, Esq.
City Attorney

BAL:JLM

EXHIBIT B

OPINION OF DEVELOPER'S COUNSEL

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

Re: Development Agreement Between the City of Dubuque, Iowa and

Dear Mayor and City Councilmembers:

We have acted as counsel for Hitzler Rental, LLC, in connection with the execution and delivery of a certain Development Agreement (Development Agreement) between Developer and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the Development Agreement and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. Developer is a limited liability company organized and existing under the laws of the State of Iowa and has full power and authority to execute, deliver and perform in full the Development Agreement. The Development Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. To our actual knowledge with no duty to inquire, the execution, delivery and performance by Developer of the Development Agreement and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the articles of incorporation and bylaws of Developer, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which Developer is a party or by which Developer's property is bound or subject.

3. To our actual knowledge with no duty to inquire, there are no actions, suits or

proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform Developer's obligations thereunder.

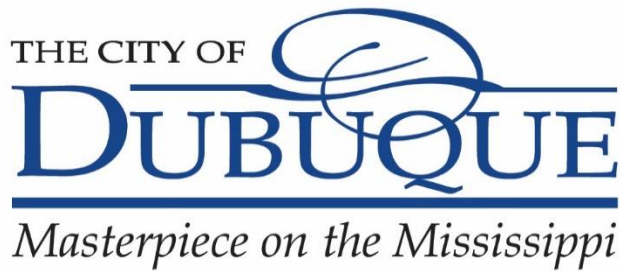
This opinion is rendered for the sole benefit of the City of Dubuque and no other party may rely on this opinion.

This opinion is rendered and valid as of the date of this letter and we have no duty to update this opinion for any matters which come to our knowledge after the date of this letter.

Sincerely,

EXHIBIT C

CITY CERTIFICATE



City Manager's Office
City Hall
50 West 13th Street
Dubuque, Iowa 52001-4864
(563) 589-4110 office
(563) 589-4149 fax
ctymgr@cityofdubuque.org

(DATE)

Dear _____:

I am the City Manager of the City of Dubuque, Iowa and have acted in that capacity in connection with the execution and delivery of a certain Development Agreement between Hitzler Rental, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

On behalf of the City of Dubuque, I hereby represent and warrant to Developer that:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit B.
- (2) City shall exercise its best efforts to cooperate with Developer in the development process.
- (3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.
- (4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.

(6) No ordinance or hearing is now or before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

Sincerely,

Michael C. Van Milligen
City Manager

MCVM:JLM

EXHIBIT D

MEMORANDUM OF DEVELOPMENT AGREEMENT

Prepared by: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113
Return to: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113

MEMORANDUM OF DEVELOPMENT AGREEMENT

A Development Agreement by and among the City of Dubuque, Iowa, an Iowa municipal corporation, of Dubuque, Iowa, and Hitzler Rental, LLC was made regarding the following described premises:

Lot 1 of Lot 1 of Lot 5 of Kiene & Altman's Subdivision in the City of Dubuque, Iowa; and Lot 1-239 of Davis Farm Addition in the City of Dubuque, Iowa.

The Development Agreement is dated for reference purposes the ____ day of _____, 20__, and contains covenants, conditions, and restrictions concerning the sale and use of said premises.

This Memorandum of Development Agreement is recorded for the purpose of constructive notice. In the event of any conflict between the provisions of this Memorandum and the Development Agreement itself, executed by the parties, the terms and provisions of the Development Agreement shall prevail. A complete counterpart of the Development Agreement, together with any amendments thereto, is in the possession of the City of Dubuque and may be examined at its offices as above provided.

Dated this ____ day of _____, 20__.

CITY OF DUBUQUE, IOWA

By _____
Barry A. Lindahl, Senior Counsel

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Barry A. Lindahl, Esq., to me personally known, who being by me duly sworn did say that he is the Senior Counsel of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa, and said Senior Counsel acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public, State of Iowa

EXHIBIT E

URBAN RENEWAL PLAN

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

EXHIBIT F

DOWNTOWN HOUSING INCENTIVE PROGRAM

DOWNTOWN HOUSING INCENTIVE PROGRAM

Projects eligible to receive assistance from this established pool of funds must meet the following requirements:

- The project must assist in the creation of new market-rate downtown rental and/or owner-occupied residential units within the Greater Downtown Urban Renewal District (see attached map) and have timely commencement & completion dates identified.
- The project must be the rehabilitation of an existing structure.
- Within the Washington Neighborhood, rental units must be located above a commercial component on the first floor of the building unless the project is rehabilitating or reusing a former church or school building.
- Exterior alterations are subject to design review and approval. The *Historic District Guidelines* shall apply to projects located in Historic Preservation District. The *Downtown Design Guidelines* shall apply to all other project locations. Projects which conform to the applicable guidelines may be reviewed and approved by the City Planner. Projects that do not strictly conform to the applicable guidelines will be forwarded to the Historic Preservation Commission (HPC) for consideration. New construction or substantial rehabilitation projects may also be considered by the HPC. The process for review is at the discretion of the City Planner. Guidelines can be viewed and downloaded at <http://cityofdubuque.org/1295/Design-Guidelines>.
- Any signs on the property that do not comply with City zoning regulations and design guidelines must be included in the design review and improved to comply with applicable City Codes. Submittal must include the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed.
- A detailed rendering/drawing of the proposed project must be included. The plans should include dimensions and architectural details and label materials. Plans prepared by a design professional (e.g. architect or draftsman) are strongly recommended. Applications without detailed drawings will not be considered complete and will not be accepted by the City.
- Deviation from an approved project plan may disqualify the project from the program.
- City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.

- Preference will be given to projects that also utilize Federal and/or State Historic Tax Credits.
- No more than \$10,000 in assistance will be considered per residential unit.
- In general, no more than \$750,000 will be provided to a single project.
- No developer fee will be permitted until all city assistance is paid or satisfied in full.
- The City will disburse committed funds after the project is complete and a Certificate of Occupancy has been provided for the housing units.
- A minimum of 2 new housing units must be created in the project.
- Owner of property must certify that all property in the City of Dubuque, for which the owner has any interest, complies with all applicable City of Dubuque ordinances and regulations, including, but not limited to, housing, building, zoning, fire, health, and vacant and abandoned building regulations.
- Applications will be reviewed monthly by the Review Committee, consisting of at least one representative from the City's Economic Development, Planning, and Building Services Departments. The Review Committee will score each application and will fund projects that meet the program criteria and are ready to commence within three months.

EXHIBIT G

DOWNTOWN REHABILITATION GRANT PROGRAM

Downtown Rehabilitation Grant Program

PROGRAM GUIDELINES

(2024)

The Downtown Rehabilitation Grant Program is designed to further the goals and objectives of the Greater Downtown Urban Renewal Plan by creating the financial incentives needed to eliminate conditions of blight, encourage revitalization efforts and to retain or create employment opportunities and/or new housing units within the district. This program will address building code deficiencies as part of each approved project.

Eligible Applicants: Owners of property within the Greater Downtown Urban Renewal District (map attached).

Grant Award: The grant is a 1:1 matching grant up to a maximum of Thirty-Five Thousand Dollars (\$35,000).

**Eligible Activities
and Assistance:**

Façade Costs – to provide assistance on labor or material costs for front (or occasionally other major) façade renovations to restore a building's historic appearance or eliminate inappropriate additions or alterations to improve overall appearance.

Financial Consultant Costs – to provide assistance on hiring a financial consultant used to analyze the feasibility of a project.

Planning & Design Grant Program – to provide assistance on pre-development costs associated with a project.

FOR MORE INFORMATION, please contact:
City of Dubuque Economic Development Department
50 West 13th Street, Dubuque, Iowa 52001
(563) 589-4393

General Conditions:

- Property must be located in Greater Downtown Urban Renewal District (see attached map) and with timely commencement & completion dates identified.
- Projects must be the rehabilitation of an existing structure.
- Property must be classified for tax purposes as a commercial or multi-residential property.
- All existing code deficiencies within a scope of a project must be corrected and new improvements must comply with all applicable codes and ordinances.
- Owner of property must certify that all property in the City of Dubuque, for which the owner has any interest, complies with all applicable City of Dubuque ordinances and regulations, including, but not limited to, housing, building, zoning, fire, health, and vacant and abandoned building regulations.
- Exterior alterations are subject to design review and approval. The Historic District Guidelines shall apply to projects located in Historic Preservation Districts. The Downtown Design Guidelines shall apply to all other project locations. Projects which conform to the applicable guidelines may be reviewed and approved by the City Planner. Projects that do not strictly conform to the applicable guidelines will be forwarded to the Historic Preservation Commission (HPC) for consideration. Substantial rehabilitation projects may also be considered by the HPC. The process for review is at the discretion of the City Planner. Guidelines can be viewed and downloaded at <http://cityofdubuque.org/1295/Design-Guidelines>.
- Any signs on the property that do not comply with City zoning regulations and design guidelines must be included in the design review and improved to comply with applicable City Codes. Submittal must include the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed.
- A detailed rendering/drawing of the proposed project must be included. The plans should include dimensions and architectural details and label materials. Plans prepared by a design professional (e.g. architect or draftsman) are required. Applications without detailed drawings will not be considered complete. Only preliminary eligibility may be determined until professional drawings are submitted.
- Applicant will not be reimbursed for personal labor costs or labor costs of family members, nor can these costs be counted in the total project costs.
- Projects may not receive the maximum amount of each form of assistance more than once.
- Deviation from an approved project plan shall disqualify the project from the program.
- City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque, in its sole discretion, following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.
- Applications will be reviewed quarterly by the Economic Development and Planning department with funds awarded to projects that meet the program criteria and are ready to commence within three months.

FAÇADE INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for front (or occasionally other major) façade renovation to restore the façade to its historic appearance or improve the overall appearance. This assistance is intended to address historically inappropriate exteriors. It is not intended to address normal building maintenance.

Specific Conditions:

- Reimbursement is for labor and material costs associated with façade improvements, including but not limited to, rehabilitating or improving windows, paint, signage, or awnings to significantly transform overall appearance.
- Landscaping or screening with fencing or retaining walls may be a reimbursable expense if a determination is made that property is improved adjacent to public right-of-way.
- In order to receive reimbursement for repointing, a mortar analysis sample may be requested for each façade that will be repointed. The applicant must adhere to the results of that analysis in their rehabilitation work as part of their approved project plan. The City may request verification that the new mortar matches the results of the mortar analysis.
- Language from the National Park Service Technical Preservation Services Briefs may be attached as a condition for a building permit if the applicant chooses to perform repointing on the project.
- Reimbursable expenditures must be documented.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

FINANCIAL CONSULTANT INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring a financial consultant to analyze the feasibility of projects.

Specific Conditions:

- Reimbursement is for fees associated with hiring a professional financial consultant (i.e. accountant, attorney, tax credit consultant)
- Reimbursable expenditures must be documented.
- This financial consultant funding shall not exceed ten percent (10%) of total project costs.
- The rehabilitation project must be completed for the Financial Consultant costs to be reimbursed.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

PLANNING & DESIGN INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring architects, engineers or other professional services used prior to construction.

Grant Specific Conditions:

- Reimbursement is for architectural and engineering fees, feasibility studies, environmental assessments or other related soft costs.
- Reimbursable expenditures must be documented.
- Owner / developer fees are not permitted as reimbursable expenditures.
- The planning and design funding shall not exceed ten percent (10%) of total project costs.
- Funding will be disbursed upon completion of the project at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

EXHIBIT H

INSURANCE ACKNOWLEDGMENT

Acknowledgment of Insurance Requirements

Section 5.6

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and at its sole cost and expense builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the Building (including Minimum Improvements) replacement cost when construction is completed, naming City as a lender loss payable. Coverage shall include the "special perils" form and developer shall furnish City with proof of insurance in the form of a certificate of insurance.

Developer specifically acknowledges that replacement cost means one hundred percent of the replacement cost when construction is completed, that the City must be named as lender loss payable, and that evidence of builders risk must be provide prior to closing.



By: Timothy J. Hitzler, President

EXHIBIT I

CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (the “Grantor”), has granted incentives to Hitzler Rental, LLC (the “Grantee”), in accordance with a Development Agreement dated as of [Date] (the “Agreement”), by and among the Grantor, and the Grantee (collectively, the “Agreement”), certain real property located within the Greater Downtown Urban Renewal District of the Grantor and as more particularly described as follows:

Lot 1 of Lot 1 of Lot 5 of Kiene & Altman’s Subdivision in the City of Dubuque, Iowa;
and Lot 1-239 of Davis Farm Addition in the City of Dubuque, Iowa.

(the “Development Property”); and

WHEREAS, said Agreement incorporated and contained certain covenants and conditions with respect to the rehabilitation of the Development Property, and obligated the Grantee to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, the Grantee has to the present date performed said covenants and conditions insofar as they relate to the construction of the Minimum Improvements in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification; and

NOW, THEREFORE, pursuant to Section 2.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Grantee, and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by the Grantee to the satisfaction of the Grantor and such covenants and conditions are hereby satisfied.

The County Recorder of Dubuque County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfaction of

the covenants and conditions as set forth in said Agreement, and that the Agreement shall otherwise remain in full force and effect.

(SEAL)

CITY OF DUBUQUE, IOWA

By: _____
Mike Van Milligen, City Manager

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and acknowledged said execution of the instrument to be his/her voluntary act and deed.

Notary Public in and for
Dubuque County, Iowa

EXHIBIT J
LEGAL COMPLIANCE

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq), (prohibits discrimination on the basis of age);
- f) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g) The Civil Rights Restoration Act of 1987, (PL 100-209); (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964 to include that entities that receive federal funding must comply with civil rights legislation, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, in all operations, not just in the program or activity receiving federal funding);
- h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j) Section 1557 of the Affordable Care Act (prohibits discrimination on the basis of national origin);

- k) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.) (prohibits discrimination because of sex in education programs or activities);
- l) Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. § 1101 et seq.); and
- m) Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. § 4541, et seq.).

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the City Council of the City of Dubuque Iowa will conduct a public hearing on the 20th day of October, 2025, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to take action to approve a Development Agreement between the City of Dubuque, Iowa and Hitzler Rental, LLC, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W 13th Street, Dubuque, Iowa, providing for the issuance of economic development grants (Urban Renewal Tax Increment Revenue Grant Obligations) described therein in order to carry out the purposes and objectives of the Urban Renewal Plan for the Greater Downtown Urban Renewal Area Economic Development District, including the funding of economic development grants for Hitzler Rental, LLC, under the terms and conditions of the Urban Renewal Plan for the Greater Downtown Urban Renewal Area Economic Development District. The aggregate amount of the Urban Renewal Tax Increment Revenue Grant Obligations cannot be determined at the present time but is not expected to exceed \$40,000.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official City Council agenda will be posted the Friday before the meeting and will contain public input options. The agenda can be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments on the public hearing may be submitted to the City Clerk's Office by email at ctyclerk@cityofdubuque.org or by mail to City Hall, 50 W. 13th St., Dubuque, IA 52001, before the scheduled hearing. The City Council will review all written comments at the time of the hearing.

Documents related to the public hearing are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals requiring special assistance should contact the City Clerk's Office as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 6th day of October, 2025.

Adrienne N. Breitfelder, CMC, City Clerk

RESOLUTION NO. ____-25

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND HITZLER RENTAL, LLC, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF

Whereas, Hitzler Rental, LLC will be as of the Closing Date the owner of the property legally described as follows:

Lot 1 of Lot 1 of Lot 5 of Kiene & Altman's Subdivision in the City of Dubuque, Iowa;
and Lot 1-239 of Davis Farm Addition in the City of Dubuque, Iowa

locally known as 2541 Central Avenue (the Property); and

Whereas, the City of Dubuque and Hitzler Rental, LLC have tentatively entered into a Development Agreement, subject to the approval of the City Council, including the issuance of Urban Renewal Tax Increment Revenue Obligations, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W 13th Street, Dubuque, Iowa for the development of the Property; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement with Hitzler Rental, LLC; and

Whereas, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue Obligations, as provided by Iowa Code Chapter 403, pursuant to the Development Agreement; and

Whereas, before said Obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to approve the Development Agreement by and between City of Dubuque and Hitzler Rental, LLC, including the issuance of Urban Renewal Tax Increment Revenue Obligations, to be held on the 20th day of October, 2025 at 6:30 p.m. The official agenda will be posted the Friday before the meeting and will contain listening, viewing, and public input options. The City Council agenda may be accessed

at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of approving the Development Agreement and the issuance of Urban Renewal Tax Increment Revenue Obligations relating thereto with Hitzler Rental, LLC, the proceeds of which Obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to Hitzler Rental, LLC pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue Obligations to be issued will be approximately \$40,000.

Section 3. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said Obligations.

Section 4. That the notice of the meeting shall be in substantially the form attached hereto.

Passed, approved, and adopted this 6th day of October, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 2.

ITEM TITLE:	Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Ned Oberbroeckling Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement
SUMMARY:	City Manager recommending City Council adopt the attached Resolution setting a public hearing for October 20, 2025, on a proposed Development Agreement by and between the City of Dubuque, Iowa and Ned Oberbroeckling providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations. RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Ned Oberbroeckling, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, And Providing For The Publication Of Notice Thereof
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for October 20, 2025
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Development Agreement - Signed 4. Notice of Hearing 5. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Ned Oberbroeckling Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: October 1, 2025

Assistant Economic Development Director Ian Hatch is recommending City Council adopt the attached Resolution setting a public hearing for October 20, 2025, on a proposed Development Agreement by and between the City of Dubuque, Iowa and Ned Oberbroeckling providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

The property at 372 Main Street is one of the last buildings on Lower Main to be revitalized. The building has been vacant for some time and has begun deteriorating. Ned Oberbroeckling, the owner of 372 Main Street, previously worked with the City to restore 253 Main Street including the creation of new housing units and restoration of the building's exterior.

Ned Oberbroeckling submitted an application for housing creation and the rehabilitation of the façade of 372 Main Street. The applicant is proposing a \$600,000 project that will create four new residential rental units, rehabilitate the first-floor commercial space, and restore the building façade.

The key elements of the Development Agreement include the following:

1. Developer will make a capital investment of approximately \$600,000 to rehabilitate the property.
2. Developer must create 2 residential rental units.
3. Developer will receive 15 years of tax increment financing incentives in the form of semi-annual rebates. Tax increment financing incentives are estimated to not exceed \$50,000.
4. City to award a Downtown Housing Incentive Grant in an amount of \$20,000 (\$10,000 x 2 units)
5. City to award a Downtown Rehabilitation Grant not to exceed \$35,000.

6. City of Dubuque will amend the Greater Downtown Urban Renewal District Plan to accommodate the issuance of tax increment financing incentives.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director
Ian Hatch, Assistant Economic Development Director



Economic Development
Department
50 West 13th Street
Dubuque, Iowa 52001-4864
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Ian C. Hatch, Assistant Economic Development Director

SUBJECT: Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Ned Oberbroeckling Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: September 29, 2025

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached Resolution setting a public hearing for October 20, 2025 on a proposed Development Agreement by and between the City of Dubuque, Iowa and Ned Oberbroeckling providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

BACKGROUND

The property at 372 Main Street is one of the last buildings on Lower Main to be revitalized. The building has been vacant for some time and has begun deteriorating. Ned Oberbroeckling, the owner of 372 Main Street, previously worked with the City to restore 253 Main Street including the creation of new housing units and restoration of the building's exterior.

DISCUSSION

Ned Oberbroeckling submitted an application for housing creation and the rehabilitation of the façade of 372 Main Street. The applicant is proposing a \$600,000 project that will create four new residential rental units, rehabilitate the first-floor commercial space, and restore the building façade.

The key elements of the Development Agreement include the following:

1. Developer will make a capital investment of approximately \$600,000 to rehabilitate the property.
2. Developer must create 2 residential rental units.
3. Developer will receive 15 years of tax increment financing incentives in the form of semi-annual rebates. Tax increment financing incentives are estimated to not exceed \$50,000.
4. City to award a Downtown Housing Incentive Grant in an amount of \$20,000 (\$10,000 x 2 units)
5. City to award a Downtown Rehabilitation Grant not to exceed \$35,000.
6. City of Dubuque will amend the Greater Downtown Urban Renewal District Plan to accommodate the issuance of tax increment financing incentives.

The Development Agreement requires Developer to accept applications from prospective tenants with housing choice vouchers (issued under the U.S. HUD's Section 8 voucher program or a similar program) that are otherwise qualified prospective tenants.

RECOMMENDATION/ ACTION STEP

I recommend the City Council adopt the attached Resolution setting an October 20, 2025 public hearing on the Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
NED OBERBROECKLING**

This Development Agreement (Agreement) dated for reference purposes the _____ day of _____, 2025 is made and entered into by and between the City of Dubuque, Iowa (City), and Ned Oberbroeckling (Developer).

WHEREAS, Developer is the owner of the real estate legally described as follows:

The Northerly 21 & 4/12ths feet (less the Northerly 8 inches thereof) of Lot 11, (assessed as the North 1/3 of Lot 11) in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Survey of the Town of Dubuque, Iowa.

locally known as 372 Main Street (the Property); and

WHEREAS, the Property is located in the Greater Downtown Urban Renewal District (the District) which has been so designated by City Council Resolution 123-67, on May 18, 1967 as a slum and blighted area (the Project Area) defined by Iowa Code Chapter 403 (the Urban Renewal Law); and

WHEREAS, Developer will undertake the redevelopment of a building (the Building) located on the Property (the Project) and will be operating the same during the term of this Agreement; and

WHEREAS, the Building is historically significant and it is in the City's best interest to preserve the Building; and

WHEREAS, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on May 18, 1967 and last amended on April 21, 2025, City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as amended; and

WHEREAS, the Dubuque City Council believes it is in the best interests of the City to encourage Developer in the development of the Property by providing certain incentives as set forth herein.

NOW, THEREFORE, the parties to this Development Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

SECTION 1. REPRESENTATIONS AND WARRANTIES

1.1 Representations and Warranties of City. In order to induce Developer to enter into this Agreement, City hereby represents and warrants to Developer that to the best of City's knowledge:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at the time of closing confirming the representations contained herein, in the form attached hereto as Exhibit A.
- (2) City shall exercise its best efforts to cooperate with Developer in the development process.
- (3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.
- (4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.
- (5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City, or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.
- (6) No ordinance or hearing is now before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen,

modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this section shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

(8) As of the date of this Agreement there has been prepared and approved by City an Urban Renewal Plan for the Project Area consisting of the Urban Renewal Plan for the Greater Downtown Urban Renewal Plan, most recently approved by City Council of City on April 21, 2025, and as subsequently amended through and including the date hereof, attached as Exhibit E (the Urban Renewal Plan). A copy of the Urban Renewal Plan, as constituted on the date of this Agreement and in the form attached hereto, has been recorded among the land records in the office of the Recorder of Dubuque County, Iowa.

1.2 Representations and Warranties of Developer. The Developer makes the following representations and warranties:

(1) Developer is a sole proprietor duly organized and validly existing under the laws of the State of Iowa and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

(2) This Agreement has been duly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally. Developer's counsel shall issue a legal opinion to City, at the time of closing, confirming the representations contained herein, in the form attached hereto as Exhibit B.

(3) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the

articles of incorporation or the bylaws of Developer or any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(4) There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business, financial position or result of operations of Developer or which affects the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

(5) Developer will perform its obligations under this Agreement in accordance with the material terms of this Agreement, the Urban Renewal Plan and all local, state and federal laws and regulations.

(6) Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all material requirements of all applicable local, state, and federal laws and regulations which must be obtained or met.

(7) Developer has firm commitments for permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the requirements of this Agreement and shall provide evidence thereof to City prior to the Public Hearing.

1.3 Closing. The closing shall take place on the Closing Date which shall be the 4th day of November, 2025, or such other date as the parties shall agree in writing but in no event shall the Closing Date be later than the 26th day of November, 2025. Consummation of the closing shall be deemed an agreement of the parties to this Agreement that the conditions of closing shall have been satisfied or waived.

1.4 Conditions to Closing. The closing of the transaction contemplated by this Agreement and all the obligations of Developer under this Agreement are subject to fulfillment, on or before the Closing Date, of the following conditions:

(1) The representations and warranties made by City in Section 1.1 shall be correct as of the Closing Date with the same force and effect as if such representations were made at such time. At the closing, City shall deliver a certificate to that effect in the form of Exhibit C.

(2) Developer shall have the right to terminate this Agreement at any time prior to the consummation of the closing on the Closing Date if Developer determines in its sole discretion that conditions necessary for the successful completion of the Project contemplated herein have not been satisfied in Developer's sole discretion. Upon the giving notice of termination by Developer to City, this Agreement shall be deemed null and void.

(3) Developer and City shall be in material compliance with all the terms and provisions of this Agreement.

(4) Developer shall have furnished City with evidence, prior to the Public Hearing, in a form satisfactory to City (such as a letter of commitment from a bank or other lending institution), that Developer has firm financial commitments in an amount sufficient, together with equity commitments, to complete the Minimum Improvements (as defined herein) in conformance with the Construction Plans (as defined herein), or City shall have received such other evidence of Developer's financial ability as City in its reasonable judgment City requires.

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

(6) Developer shall deliver a signed acknowledgement committing to provide and maintain the insurance requirements as indicated in Section 5.6 of this Agreement in the form attached hereto as Exhibit H.

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

SECTION 2. DEVELOPMENT ACTIVITIES

2.1 Required Minimum Improvements. Developer will make a capital investment of approximately Six Hundred Thousand Dollars (\$600,000.00) to improve the Building (the Minimum Improvements). The Minimum Improvements include creating two (2) new residential units and rehabilitating the façade including doors and windows.

2.2 Plans for Construction of Minimum Improvements. Plans and specifications with respect to the development of the Property and the construction of the Minimum Improvements thereon (the Construction Plans) shall be in conformity with Urban Renewal Plan, this Agreement, and all applicable state and local laws and regulations, including but

not limited to any covenants, conditions, restrictions, reservations, easements, liens and charges, recorded in the records of Dubuque County, Iowa. Developer shall submit to City, for approval by City, plans, drawings, specifications, and related documents with respect to the improvements to be constructed by Developer on the Property. All work with respect to the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by City.

2.3 Timing of Improvements. Developer hereby agrees that construction of the Minimum Improvements on the Property shall begin by December 1, 2025, and shall be substantially completed by December 31, 2026. The time for the performance of these obligations shall be suspended due to unavoidable delays meaning delays, outside the control of the party claiming its occurrence in good faith, which are the direct result of strikes, other labor troubles, unusual shortages of materials or labor, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion directly results in delays, or acts of any federal, state or local government which directly result in extraordinary delays. The time for performance of such obligations shall be extended only for the period of such delay.

2.4 Certificate of Completion. Promptly following the request of Developer upon completion of the Minimum Improvements, City shall furnish Developer with an appropriate instrument so certifying. Such certification (the Certificate of Completion) shall be in the form attached as Exhibit I and shall be a conclusive determination of the satisfaction of Developer's obligations to make the Minimum Improvements under this Agreement and completion of the Minimum Improvements by Developer as required by this Agreement.

2.5 Security Cameras. Developer shall install security cameras on the exterior of all buildings on the Property and register said cameras with the "Secure Dubuque Personal Surveillance System" described at <https://cityofdubuque.org/2980/Secure-Dubuque>.

SECTION 3. CITY PARTICIPATION

3.1 Economic Development Grants to Developer. For and in consideration of Developer's obligations hereunder, and in furtherance of the goals and objectives of the urban renewal plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make thirty (30) consecutive semi-annual payments (such payments being referred to collectively as the Economic Development Grants) to Developer:

November 1, 2028

May 1, 2029

November 1, 2029	May 1, 2030
November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032
November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035
November 1, 2035	May 1, 2036
November 1, 2036	May 1, 2037
November 1, 2037	May 1, 2038
November 1, 2038	May 1, 2039
November 1, 2039	May 1, 2040
November 1, 2040	May 1, 2041
November 1, 2041	May 1, 2042
November 1, 2042	May 1, 2043

pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to a portion of the tax increment revenues collected by City under Iowa Code Section 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six-month period in respect of the Minimum Improvements constructed by Developer (the Developer Tax Increments). For purposes of calculating the amount of the Economic Development Grants provided in this Section, the Developer Tax Increments shall be only those tax increment revenues collected by City in respect of the increase in the taxable value of the Property above the assessed value on January 1, 2025 of Three Hundred Nine Thousand Two Hundred Dollars (\$309,200) (the Baseline Valuation). The Developer Tax Increments shall not include (i) any property taxes collected for the payment of bonds and interest of each taxing district, (ii) any taxes for the regular and voter-approved physical plant and equipment levy, (iii) the remaining actual amount of tax increment revenues collected by City in respect of the valuations of the Property prior to January 1, 2025 and (iv) any other portion required to be excluded by Iowa law, and thus such incremental taxes will not include all amounts paid by Developer as regular property taxes.

3.2 To fund the Economic Development Grants, City shall certify to the County prior to December 1, 2026 its request for the available Developer Tax Increments resulting from the assessments imposed by the County as of January 1 of that year and each year thereafter until and including January 1, 2043, to be collected by City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to the Developer on November 1 and May 1 of that fiscal year. (Example: if City certifies in December, 2026, the Economic

Development Grants in respect thereof would be paid to the Developer on November 1, 2028, and May 1, 2029.)

3.3 The Economic Development Grants shall be payable from and secured solely and only by the Developer Tax Increments paid to City that, upon receipt, shall be deposited and held in a special account created for such purpose and designated as the Hitzler 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 Hitzler TIF Account to pay the Economic Development Grants, as and to the extent set forth in Section 3.1 hereof. The Economic Development Grants shall not be payable in any manner by other tax increments revenues, or by general taxation or from any other City funds. City makes no representation with respect to the amounts that may be paid to Developer as the Economic Development Grants in any one year and under no circumstances shall City in any manner be liable to Developer so long as City timely applies the Developer Tax Increments actually collected and held in the Hitzler TIF Account (regardless of the amounts thereof) to the payment of the Economic Development Grants to Developer as and to the extent described in this Section.

3.4 City shall be free to use any and all tax increment revenues collected in respect of other properties within the Project Area and the remaining actual amount of the property taxes paid by Developer to City, or any available Developer Tax Increments resulting from the termination of the annual Economic Development Grants under Section 3.1 hereof, for any purpose for which such tax increment revenues may lawfully be used pursuant to the provisions of the Urban Renewal Law, and City shall have no obligations to Developer with respect to the use thereof.

3.5 Downtown Housing Incentive.

(1) City agrees to provide to Developer on the terms and conditions set forth in the Downtown Housing Incentive Program attached hereto as Exhibit F, a grant in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) (the Grant).

(2) Grant funds will not be disbursed to Developer until City has issued a Certificate of Completion for the Project. The Grant shall be paid in Ten Thousand Dollar (\$10,000.00) payments for each apartment that receives a Certificate of Completion up to a maximum of three apartments. Prior to the disbursement of any funds, Developer shall provide evidence satisfactory to City that the Minimum Improvements have been completed in accordance with the Plans and other documentation submitted to City with the Downtown Housing Assistance application.

3.6 Downtown Rehabilitation Grant. City agrees to provide a matching (1:1) grant not to exceed Thirty-Five Thousand Dollars (\$35,000) to reimburse Developer for documents costs related to the following eligible activities: for each parcel as follows:

(1) Planning & Design predevelopment costs, architectural and engineering fees and other authorized soft costs associated with the rehabilitation of the Development Property on the terms and conditions set forth by the State Historic Preservation Office, as set forth in Exhibit G.

(2) Façade documented costs that improve the overall appearance of the Development Property, provided the Project meets the criteria of the Façade Grant Program and on the terms and conditions set forth by the State Historic Preservation Office, as set forth in Exhibit G.

(3) Financial Consultant documented costs related to hiring a financial consultant to evaluate the Project's feasibility on the terms and conditions set forth in Exhibit G.

3.8 Payment of the Grants. The Grants shall be payable as follows:

(1) Any and all portions of the Grant shall be funded solely and only from available Program funds;

(2) Prior to the release of any grant funds, (i) Developer shall have submitted documentation of its eligible expenses under the corresponding eligible activity;

(3) City shall have issued a Certificate of Completion; and

(4) The Grant funds shall be disbursed directly to Developer.

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

4.1 Non-Appropriation.

(1) Notwithstanding anything in this Agreement to the contrary, the obligation of City to pay any installment of the Economic Development Grants from the pledged tax increment revenues shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of City or a pledge of its full faith and credit within the meaning of any constitutional or statutory debt limitation, and shall be subject in all respects to the right of non-appropriation by the City Council

of City as provided in this Section. City may exercise its right of non-appropriation as to the amount of the installments to be paid during any fiscal year during the term of this Agreement without causing a termination of this Agreement. The right of non-appropriation shall be exercised only by resolution affirmatively declaring City's election to non-appropriate funds otherwise required to be paid in the next fiscal year under this Agreement.

(2) In the event the City Council of City elects to not appropriate sufficient funds in the budget for any future fiscal year for the payment in full of the installments on the Economic Development Grants due and payable in that future fiscal year, then City shall have no further obligation to Employer or Developers for the payment of any installments due in that future fiscal year which cannot be paid with the funds then appropriated for that purpose.

(3) Developer acknowledges and agrees that the State of Iowa retains the authority to amend, modify, or repeal laws governing property tax, tax increment financing (TIF), and any related rebate mechanisms. City makes no representations or warranties regarding the continuation of current state law or the availability of rebates in their present form. In the event that any legislative or regulatory action by the State of Iowa alters or limits the availability, calculation, distribution, or administration of rebates, City shall have no obligation to compensate Developer for any resulting reduction, loss, or elimination of rebates. Developer assumes all risk associated with potential changes to applicable state law.

4.2 The right of non-appropriation reserved to City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to pay future installments on the Economic Development Grants shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision, and to this end the provisions of this Agreement are severable.

SECTION 5. COVENANTS OF DEVELOPER

5.1 The Minimum Improvements shall conform to the U.S. Secretary of the Interior's Standards for Rehabilitation.

5.2. Operation of Property.

(1) Housing Vouchers. For and in consideration of the Grant offered under this Agreement, during the operation of the Development Property as a rental residential property, Developer shall accept, or cause to be accepted, applications from prospective tenants with housing vouchers issued under the U.S. HUD's Section 8 voucher program or a similar program who are otherwise qualified prospective tenants. Developer shall not deny any tenant a lease based on a public assistance source of income. A public assistance source of income means income and support derived from any tax supported federal, state or local funds, including, but not limited to, social security, supplemental security income, temporary assistance for needy families, family investment program, general relief, food stamps, and unemployment compensation, housing choice voucher subsidies and similar rent subsidy programs. This Section 5.2 shall survive the termination of this Agreement. If Developer or Developer's successors or assigns violates the requirements of this Section 5.2 as determined by the City Manager in the City Manager's sole discretion after the termination of this Agreement, Developer or Developer's successors or assigns shall not be eligible for any City financial assistance programs.

(2) Short-Term Rental. For and in consideration of the Grant offered under this Agreement, during the operation of the Development Property as residential rental property and during the term of this Agreement, no residential rental unit shall be leased to any tenant for an initial term of fewer than thirty (30) days, and no portion of the Development Property may be used for short-term rental purposes. Developer agrees to include similar prohibitions regarding short-terms rentals in each lease agreement for each residential rental unit of the Development Property during the term of this Agreement. Developer further agrees to include such prohibitions in each and every lease agreement for any residential rental unit of the Development Property for so long as any single residential rental unit of the Development Property remains subject to the terms and conditions of this Agreement.

5.3 Books and Records. During the term of this Agreement, Developer shall keep at all times and make available to City upon reasonable request proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer in accordance with generally accepted accounting principles consistently applied throughout the period involved, and

Developer shall provide reasonable protection against loss or damage to such books of record and account.

5.4 Real Property Taxes. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property unless Developer's obligations have been assumed by another person pursuant to the provisions of this Agreement.

5.5 No Other Exemptions. During the term of this Agreement, Developer agrees not to apply for any state or local property tax exemptions which are available with respect to the Property or the Minimum Improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the term of this Agreement, including those that arise under Iowa Code Chapters 404 and 427, as amended.

5.6 Insurance Requirements.

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and at its sole cost and expense builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the Building (including Minimum Improvements) replacement cost when construction is completed, naming City as a lender loss payable. Coverage shall include the "special perils" form and developer shall furnish City with proof of insurance in the form of a certificate of insurance. If the builder's risk policy purchased includes "soft costs" associated with this project, the limit for that coverage will be at the sole discretion of the contractor.

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

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

(4) Developer shall notify City immediately in the case of damage exceeding Fifty Thousand Dollars (\$50,000) in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance (Net Proceeds), shall be paid directly to Developer as its interests may appear, and Developer shall forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Property (as its interests may appear). Developer shall complete the repair, reconstruction and restoration of Minimum Improvements whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

5.7 Preservation of Property. During the term of this Agreement, Developer shall maintain, preserve and keep, or cause others to maintain, preserve and keep, the Minimum Improvements in good repair and working order, ordinary wear and tear accepted, and from time to time shall make all necessary repairs, replacements, renewals and additions.

5.8 Non-Discrimination. In carrying out the project, Developers shall not discriminate against any employee or applicant for employment because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

5.9 Conflict of Interest. Developer agrees that no member, officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity, or benefit therefrom, which is part of this project at any time during or after such person's tenure. In connection with this obligation, Developer shall have the right to rely upon the representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.

5.10 Non-Transferability. Until such time as the Minimum Improvements are complete (as certified by City under Section 2.4), this Agreement may not be assigned by Developer nor

may the Property be transferred by Developer to another party. Thereafter, with the prior written consent of City, which shall not be unreasonably withheld, Developer shall have the right to assign this Agreement, and upon assumption of the Agreement by the assignee, Developer shall no longer be responsible for its obligations under this Agreement.

5.11 No change in Tax Classification. Developer agrees that it will not take any action to change, or otherwise allow, the classification of the Property for property tax purposes to become other than commercial property and to be taxed as such under Iowa law. This restriction shall terminate upon the termination of this Agreement. However, Developer may apply for a reclassification of the Property in the event Iowa law is modified to allow a building containing four apartments within one building to be classified as residential for property tax purposes.

5.12 Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof, for the duration of this Agreement, that they, and their respective successors and assigns, shall:

(1) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan (and City represents and agrees that use of the Property as a restaurant and upper-story housing, is in full compliance with the Urban Renewal Plan) (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same); and

(2) Not discriminate upon the basis of race, religion, color, sex, sexual orientation, gender identity, national origin, age or disability in the sale, lease, rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

5.13 Compliance with Laws. Developer shall comply with all laws, rules and regulations relating to its businesses, other than laws, rules and regulations the failure to comply with or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, financial or otherwise, of Developer.

SECTION 6. EVENTS OF DEFAULT AND REMEDIES

6.1 Events of Default Defined. The following shall be Events of Default under this Agreement and the term Event of Default shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (1) Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the Minimum Improvements and the Property.
- (2) Failure by Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement.
- (3) Transfer of any interest by Developer of the Minimum Improvements in violation of the provisions of this Agreement prior to the issuance of the final Certificate of Completion.
- (4) Failure by Developer or City to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

6.2. Remedies on Default by Developer. Whenever any Event of Default referred to in Section 5.1 of this Agreement occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to Developer (and the holder of any mortgage encumbering any interest in the Property of which City has been notified of in writing) of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and Developer does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- (1) City may suspend its performance under this Agreement until it receives assurances from the Developer deemed adequate by City, that the Developer will cure its default and continue its performance under this Agreement;
- (2) Until the Closing Date, City may cancel and rescind this Agreement;
- (3) Until issuance of the Certificate of Completion, City shall be entitled to recover from Developer the sum of all amounts expended by City in connection with the funding of the Downtown Rehab Loan/Grant and Economic Development Grant to Developer and City may take any action, including any legal action it deems necessary, to recover such amounts from the Developer;

(4) City may withhold the Certificate of Completion; or

(5) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

6.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

6.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

6.5 Agreement to Pay Attorneys' Fees and Expenses. If any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of litigation from the other party. Such fees and costs of litigation may be set by the court in the trial of such action or by the arbitrator, as the case may be, or may be enforced in a separate action brought for that purpose. Such fees and costs of litigation shall be in addition to any other relief that may be awarded.

6.6 Remedies on Default by City. If City defaults in the performance of this Agreement, Developer may take any action, including legal, equitable or administrative action that may appear necessary or desirable to collect any payments due under this Agreement, to recover expenses of Developer, or to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement. Developer may suspend their performance under this Agreement until they receive assurances from City, deemed adequate by Developer, that City will cure its default and continue its performance under this Agreement.

SECTION 7. GENERAL TERMS AND PROVISIONS

7.1 Notices and Demands. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

If to Developer: Ned Oberbroeckling
2203 Eldie Drive
Asbury, IA 52002

With copy to: Locher & Davis, PLC
George A. Davis
225 1st Ave E
Dyersville, IA 52040

If to City: City Manager
50 W. 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4110
Fax: (563) 589-4149

With copy to: City Attorney
City Hall
50 W. 13th Street
Dubuque IA 52001

or at such other address with respect to either party as that party may, from time to time designate in writing and forward to the other as provided in this Section.

7.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of City and Developer and their respective successors and assigns.

7.3 Force Majeure. A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is prevented, impeded, or hindered, unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control and after the party has taken reasonable steps to avoid or mitigate such event or its consequences (each a "Force Majeure Event") including, without limitation in any way, as the result of any acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes and/or labor disputes, pandemic, epidemic, quarantines, government stay-at-home orders, municipal and other

government orders, failure of Internet, or other matter beyond the control of such party. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party identifying the Force Majeure Event, explaining how it impacts performance and the estimated duration, identifying the relief requested, agreeing to limit damages to the other party and to immediately resume performance upon termination of the Force Majeure Event, and agreeing to supplement the notice as more information becomes available, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible. No obligation to make a payment required by this Agreement is excused by a Force Majeure Event. The nonperforming party shall not be entitled to any damages or additional payments of any kind for any such delay.

7.4 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on December 31, 2043 (the Termination Date).

7.5 Execution by Facsimile. The parties agree that this Agreement may be transmitted between them by facsimile machine. The parties intend that the faxed signatures constitute original signatures and that a faxed Agreement containing the signatures (original or faxed) of all the parties is binding on the parties.

7.6 Memorandum of Development Agreement. Developer shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit D in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

7.7 Legal Compliance. Developer is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances which may apply to the performance of Developer's obligations under this Agreement, including but not limited to the laws outlined in Exhibit J, and hereby represents and warrants that Developer is in compliance with the same as of the Closing Date and further represents that during the Term Developer will remain in compliance. Developer shall require all contractors and subcontractors providing services under this Agreement shall also certify compliance with this Section.

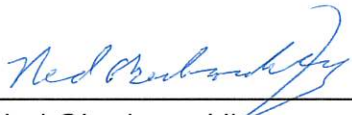
Developer further represents and warrants that Developer has obtained all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Agreement, including any permits and licenses that might be required by the state or locality in which Developer performs the Services, and Developer agrees to maintain, at Developer's sole expense, such required permits and licenses for the duration of the term(s) of this Agreement.

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

NED OBERBROECKLING

By _____
Brad M. Cavanagh, Mayor

By  _____
Ned Oberbroeckling

Attest:

Adrienne N. Breitfelder, City Clerk

LIST OF EXHIBITS

EXHIBIT A	City Attorney's Certificate
EXHIBIT B	Opinion of Developer's Counsel
EXHIBIT C	City Certificate
EXHIBIT D	Memorandum of Development Agreement
EXHIBIT E	Urban Renewal Plan
EXHIBIT F	Downtown Housing Incentive Program
EXHIBIT G	Planning and Design Grant Program, Façade Grant Program, and Financial Consultant Grant Program
EXHIBIT H	Insurance Acknowledgment
EXHIBIT I	Certificate of Completion
EXHIBIT J	Legal Compliance

EXHIBIT A

CITY ATTORNEY'S CERTIFICATE

Barry A. Lindahl, Esq.
Senior Counsel
Suite 330, Harbor View Place
300 Main Street
Dubuque, Iowa 52001-6944
(563) 583-4113 office
(563) 583-1040 fax
balesq@cityofdubuque.org



(DATE)

RE:

Dear _____:

I have acted as counsel for the City of Dubuque, Iowa, in connection with the execution and delivery of a certain Development Agreement between Ned Oberbroeckling (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

The City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and has full power and authority to execute, deliver and perform its obligations under this Agreement, and to the best of my knowledge, the representations of the City Manager in his letter dated the ____ day of _____, 20__, are correct.

Very sincerely,

Barry A. Lindahl, Esq.
City Attorney

BAL:JLM

EXHIBIT B

OPINION OF DEVELOPER'S COUNSEL

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

Re: Development Agreement Between the City of Dubuque, Iowa and

Dear Mayor and City Councilmembers:

We have acted as counsel for Ned Oberbroeckling (Developer), in connection with the execution and delivery of a certain Development Agreement (Development Agreement) between Developer and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 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 sole proprietor organized and existing under the laws of the State of Iowa and has full power and authority to execute, deliver and perform in full the Development Agreement. The Development Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. To our actual knowledge with no duty to inquire, the execution, delivery and performance by Developer of the Development Agreement and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the articles of incorporation and bylaws of Developer, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which Developer is a party or by which Developer's property is bound or subject.

3. To our actual knowledge with no duty to inquire, there are no actions, suits or

proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform Developer's obligations thereunder.

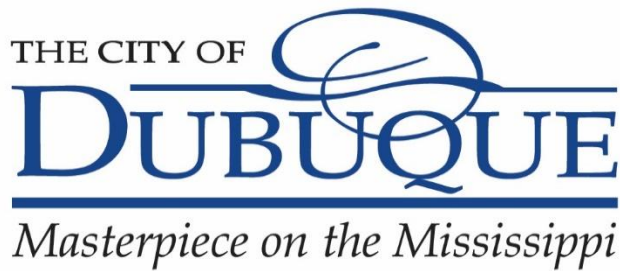
This opinion is rendered for the sole benefit of the City of Dubuque and no other party may rely on this opinion.

This opinion is rendered and valid as of the date of this letter and we have no duty to update this opinion for any matters which come to our knowledge after the date of this letter.

Sincerely,

EXHIBIT C

CITY CERTIFICATE



City Manager's Office
City Hall
50 West 13th Street
Dubuque, Iowa 52001-4864
(563) 589-4110 office
(563) 589-4149 fax
ctymgr@cityofdubuque.org

(DATE)

Dear _____:

I am the City Manager of the City of Dubuque, Iowa and have acted in that capacity in connection with the execution and delivery of a certain Development Agreement between Ned Oberbroeckling (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

On behalf of the City of Dubuque, I hereby represent and warrant to Developer that:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit B.
- (2) City shall exercise its best efforts to cooperate with Developer in the development process.
- (3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.
- (4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.

(6) No ordinance or hearing is now or before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

Sincerely,

Michael C. Van Milligen
City Manager

MCVM:JLM

EXHIBIT D

MEMORANDUM OF DEVELOPMENT AGREEMENT

Prepared by: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113
Return to: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113

MEMORANDUM OF DEVELOPMENT AGREEMENT

A Development Agreement by and among the City of Dubuque, Iowa, an Iowa municipal corporation, of Dubuque, Iowa, and Ned Oberbroeckling was made regarding the following described premises:

The Northerly 21 & 4/12ths feet (less the Northerly 8 inches thereof) of Lot 11, (assessed as the North 1/3 of Lot 11) in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Survey of the Town of Dubuque, Iowa.

The Development Agreement is dated for reference purposes the ____ day of _____, 20__, and contains covenants, conditions, and restrictions concerning the sale and use of said premises.

This Memorandum of Development Agreement is recorded for the purpose of constructive notice. In the event of any conflict between the provisions of this Memorandum and the Development Agreement itself, executed by the parties, the terms and provisions of the Development Agreement shall prevail. A complete counterpart of the Development Agreement, together with any amendments thereto, is in the possession of the City of Dubuque and may be examined at its offices as above provided.

Dated this ____ day of _____, 20__.

CITY OF DUBUQUE, IOWA

By _____
Barry A. Lindahl, Senior Counsel

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Barry A. Lindahl, Esq., to me personally known, who being by me duly sworn did say that he is the Senior Counsel of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa, and said Senior Counsel acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public, State of Iowa

EXHIBIT E

URBAN RENEWAL PLAN

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

EXHIBIT F

DOWNTOWN HOUSING INCENTIVE PROGRAM

DOWNTOWN HOUSING INCENTIVE PROGRAM

Projects eligible to receive assistance from this established pool of funds must meet the following requirements:

- The project must assist in the creation of new market-rate downtown rental and/or owner-occupied residential units within the Greater Downtown Urban Renewal District (see attached map) and have timely commencement & completion dates identified.
- The project must be the rehabilitation of an existing structure.
- Within the Washington Neighborhood, rental units must be located above a commercial component on the first floor of the building unless the project is rehabilitating or reusing a former church or school building.
- Exterior alterations are subject to design review and approval. The *Historic District Guidelines* shall apply to projects located in Historic Preservation District. The *Downtown Design Guidelines* shall apply to all other project locations. Projects which conform to the applicable guidelines may be reviewed and approved by the City Planner. Projects that do not strictly conform to the applicable guidelines will be forwarded to the Historic Preservation Commission (HPC) for consideration. New construction or substantial rehabilitation projects may also be considered by the HPC. The process for review is at the discretion of the City Planner. Guidelines can be viewed and downloaded at <http://cityofdubuque.org/1295/Design-Guidelines>.
- Any signs on the property that do not comply with City zoning regulations and design guidelines must be included in the design review and improved to comply with applicable City Codes. Submittal must include the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed.
- A detailed rendering/drawing of the proposed project must be included. The plans should include dimensions and architectural details and label materials. Plans prepared by a design professional (e.g. architect or draftsman) are strongly recommended. Applications without detailed drawings will not be considered complete and will not be accepted by the City.
- Deviation from an approved project plan may disqualify the project from the program.
- City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.

- Preference will be given to projects that also utilize Federal and/or State Historic Tax Credits.
- No more than \$10,000 in assistance will be considered per residential unit.
- In general, no more than \$750,000 will be provided to a single project.
- No developer fee will be permitted until all city assistance is paid or satisfied in full.
- The City will disburse committed funds after the project is complete and a Certificate of Occupancy has been provided for the housing units.
- A minimum of 2 new housing units must be created in the project.
- Owner of property must certify that all property in the City of Dubuque, for which the owner has any interest, complies with all applicable City of Dubuque ordinances and regulations, including, but not limited to, housing, building, zoning, fire, health, and vacant and abandoned building regulations.
- Applications will be reviewed monthly by the Review Committee, consisting of at least one representative from the City's Economic Development, Planning, and Building Services Departments. The Review Committee will score each application and will fund projects that meet the program criteria and are ready to commence within three months.

EXHIBIT G

DOWNTOWN REHABILITATION GRANT PROGRAM

Downtown Rehabilitation Grant Program

PROGRAM GUIDELINES

(2024)

The Downtown Rehabilitation Grant Program is designed to further the goals and objectives of the Greater Downtown Urban Renewal Plan by creating the financial incentives needed to eliminate conditions of blight, encourage revitalization efforts and to retain or create employment opportunities and/or new housing units within the district. This program will address building code deficiencies as part of each approved project.

Eligible Applicants: Owners of property within the Greater Downtown Urban Renewal District (map attached).

Grant Award: The grant is a 1:1 matching grant up to a maximum of Thirty-Five Thousand Dollars (\$35,000).

**Eligible Activities
and Assistance:**

Façade Costs – to provide assistance on labor or material costs for front (or occasionally other major) façade renovations to restore a building's historic appearance or eliminate inappropriate additions or alterations to improve overall appearance.

Financial Consultant Costs – to provide assistance on hiring a financial consultant used to analyze the feasibility of a project.

Planning & Design Grant Program – to provide assistance on pre-development costs associated with a project.

FOR MORE INFORMATION, please contact:
City of Dubuque Economic Development Department
50 West 13th Street, Dubuque, Iowa 52001
(563) 589-4393

General Conditions:

- Property must be located in Greater Downtown Urban Renewal District (see attached map) and with timely commencement & completion dates identified.
- Projects must be the rehabilitation of an existing structure.
- Property must be classified for tax purposes as a commercial or multi-residential property.
- All existing code deficiencies within a scope of a project must be corrected and new improvements must comply with all applicable codes and ordinances.
- Owner of property must certify that all property in the City of Dubuque, for which the owner has any interest, complies with all applicable City of Dubuque ordinances and regulations, including, but not limited to, housing, building, zoning, fire, health, and vacant and abandoned building regulations.
- Exterior alterations are subject to design review and approval. The Historic District Guidelines shall apply to projects located in Historic Preservation Districts. The Downtown Design Guidelines shall apply to all other project locations. Projects which conform to the applicable guidelines may be reviewed and approved by the City Planner. Projects that do not strictly conform to the applicable guidelines will be forwarded to the Historic Preservation Commission (HPC) for consideration. Substantial rehabilitation projects may also be considered by the HPC. The process for review is at the discretion of the City Planner. Guidelines can be viewed and downloaded at <http://cityofdubuque.org/1295/Design-Guidelines>.
- Any signs on the property that do not comply with City zoning regulations and design guidelines must be included in the design review and improved to comply with applicable City Codes. Submittal must include the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed.
- A detailed rendering/drawing of the proposed project must be included. The plans should include dimensions and architectural details and label materials. Plans prepared by a design professional (e.g. architect or draftsman) are required. Applications without detailed drawings will not be considered complete. Only preliminary eligibility may be determined until professional drawings are submitted.
- Applicant will not be reimbursed for personal labor costs or labor costs of family members, nor can these costs be counted in the total project costs.
- Projects may not receive the maximum amount of each form of assistance more than once.
- Deviation from an approved project plan shall disqualify the project from the program.
- City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque, in its sole discretion, following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.
- Applications will be reviewed quarterly by the Economic Development and Planning department with funds awarded to projects that meet the program criteria and are ready to commence within three months.

FAÇADE INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for front (or occasionally other major) façade renovation to restore the façade to its historic appearance or improve the overall appearance. This assistance is intended to address historically inappropriate exteriors. It is not intended to address normal building maintenance.

Specific Conditions:

- Reimbursement is for labor and material costs associated with façade improvements, including but not limited to, rehabilitating or improving windows, paint, signage, or awnings to significantly transform overall appearance.
- Landscaping or screening with fencing or retaining walls may be a reimbursable expense if a determination is made that property is improved adjacent to public right-of-way.
- In order to receive reimbursement for repointing, a mortar analysis sample may be requested for each façade that will be repointed. The applicant must adhere to the results of that analysis in their rehabilitation work as part of their approved project plan. The City may request verification that the new mortar matches the results of the mortar analysis.
- Language from the National Park Service Technical Preservation Services Briefs may be attached as a condition for a building permit if the applicant chooses to perform repointing on the project.
- Reimbursable expenditures must be documented.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

FINANCIAL CONSULTANT INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring a financial consultant to analyze the feasibility of projects.

Specific Conditions:

- Reimbursement is for fees associated with hiring a professional financial consultant (i.e. accountant, attorney, tax credit consultant)
- Reimbursable expenditures must be documented.
- This financial consultant funding shall not exceed ten percent (10%) of total project costs.
- The rehabilitation project must be completed for the Financial Consultant costs to be reimbursed.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

PLANNING & DESIGN INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring architects, engineers or other professional services used prior to construction.

Grant Specific Conditions:

- Reimbursement is for architectural and engineering fees, feasibility studies, environmental assessments or other related soft costs.
- Reimbursable expenditures must be documented.
- Owner / developer fees are not permitted as reimbursable expenditures.
- The planning and design funding shall not exceed ten percent (10%) of total project costs.
- Funding will be disbursed upon completion of the project at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

EXHIBIT H

INSURANCE ACKNOWLEDGMENT

Acknowledgment of Insurance Requirements

Section 5.6

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and at its sole cost and expense builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the Building (including Minimum Improvements) replacement cost when construction is completed, naming City as a lender loss payable. Coverage shall include the "special perils" form and developer shall furnish City with proof of insurance in the form of a certificate of insurance.

Developer specifically acknowledges that replacement cost means one hundred percent of the replacement cost when construction is completed, that the City must be named as lender loss payable, and that evidence of builders risk must be provide prior to closing.

Ned Oberbroeckling

EXHIBIT I

CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (the "Grantor"), has granted incentives to Ned Oberbroeckling (the "Grantee"), in accordance with a Development Agreement dated as of [Date] (the "Agreement"), by and among the Grantor, and the Grantee (collectively, the "Agreement"), certain real property located within the Greater Downtown Urban Renewal District of the Grantor and as more particularly described as follows:

The Northerly 21 & 4/12ths feet (less the Northerly 8 inches thereof) of Lot 11, (assessed as the North 1/3 of Lot 11) in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Survey of the Town of Dubuque, Iowa.

(the "Development Property"); and

WHEREAS, said Agreement incorporated and contained certain covenants and conditions with respect to the rehabilitation of the Development Property, and obligated the Grantee to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, the Grantee has to the present date performed said covenants and conditions insofar as they relate to the construction of the Minimum Improvements in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification; and

NOW, THEREFORE, pursuant to Section 2.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Grantee, and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by the Grantee to the satisfaction of the Grantor and such covenants and conditions are hereby satisfied.

The County Recorder of Dubuque County is hereby authorized to accept for recording and

to record the filing of this instrument, to be a conclusive determination of the satisfaction of the covenants and conditions as set forth in said Agreement, and that the Agreement shall otherwise remain in full force and effect.

(SEAL)

CITY OF DUBUQUE, IOWA

By: _____
Mike Van Milligen, City Manager

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and acknowledged said execution of the instrument to be his/her voluntary act and deed.

Notary Public in and for
Dubuque County, Iowa

EXHIBIT J
LEGAL COMPLIANCE

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq), (prohibits discrimination on the basis of age);
- f) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g) The Civil Rights Restoration Act of 1987, (PL 100-209); (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964 to include that entities that receive federal funding must comply with civil rights legislation, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, in all operations, not just in the program or activity receiving federal funding);
- h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j) Section 1557 of the Affordable Care Act (prohibits discrimination on the basis of national origin);

- k) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.) (prohibits discrimination because of sex in education programs or activities);
- l) Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. § 1101 et seq.); and
- m) Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. § 4541, et seq.).

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the City Council of the City of Dubuque Iowa will conduct a public hearing on the 20th day of October, 2025, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to take action to approve a Development Agreement between the City of Dubuque, Iowa and Ned Oberbroeckling, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W 13th Street, Dubuque, Iowa, providing for the issuance of economic development grants (Urban Renewal Tax Increment Revenue Grant Obligations) described therein in order to carry out the purposes and objectives of the Urban Renewal Plan for the Greater Downtown Urban Renewal Area Economic Development District, including the funding of economic development grants for Ned Oberbroeckling, under the terms and conditions of the Urban Renewal Plan for the Greater Downtown Urban Renewal Area Economic Development District. The aggregate amount of the Urban Renewal Tax Increment Revenue Grant Obligations cannot be determined at the present time but is not expected to exceed \$50,000.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official City Council agenda will be posted the Friday before the meeting and will contain public input options. The agenda can be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments on the public hearing may be submitted to the City Clerk's Office by email at ctyclerk@cityofdubuque.org or by mail to City Hall, 50 W. 13th St., Dubuque, IA 52001, before the scheduled hearing. The City Council will review all written comments at the time of the hearing.

Documents related to the public hearing are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals requiring special assistance should contact the City Clerk's Office as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 6th day of October, 2025.

Adrienne N. Breitfelder, CMC, City Clerk

RESOLUTION NO. ____-25

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND NED OBERBROECKLING, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEROF

Whereas, Ned Oberbroeckling is the owner of the property legally described as follows:

The Northerly 21 & 4/12ths feet (less the Northerly 8 inches thereof) of Lot 11, (assessed as the North 1/3 of Lot 11) in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Survey of the Town of Dubuque, Iowa.

locally known as 372 Main Street (the Property); and

Whereas, the City of Dubuque and Ned Oberbroeckling have tentatively entered into a Development Agreement, subject to the approval of the City Council, including the issuance of Urban Renewal Tax Increment Revenue Obligations, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W 13th Street, Dubuque, Iowa for the development of the Property; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement with Ned Oberbroeckling; and

Whereas, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue Obligations, as provided by Iowa Code Chapter 403, pursuant to the Development Agreement; and

Whereas, before said Obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to approve the Development Agreement by and between City of Dubuque and Ned Oberbroeckling, including the issuance of Urban Renewal Tax Increment Revenue Obligations, to be held on the 20th day of October, 2025 at 6:30 p.m. The official agenda will be posted the Friday before the meeting and will contain listening, viewing, and public input options. The City Council agenda may be accessed

at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of approving the Development Agreement and the issuance of Urban Renewal Tax Increment Revenue Obligations relating thereto with Ned Oberbroeckling, the proceeds of which Obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to Ned Oberbroeckling pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue Obligations to be issued will be approximately \$50,000.

Section 3. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said Obligations.

Section 4. That the notice of the proposed action to issue said Obligations shall be in substantially the form attached hereto.

Passed, approved, and adopted this 6th day of October, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 3.

ITEM TITLE:	Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and 1248 Iowa St, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement
SUMMARY:	City Manager recommending City Council adopt the attached Resolution setting a public hearing for October 20, 2025, on a proposed Development Agreement by and between the City of Dubuque, Iowa and 1248 Iowa St, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations. RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And 1248 Iowa St, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, And Providing For The Publication Of Notice Thereof
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for October 20, 2025
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Development Agreement - Signed 4. Notice of Hearing 5. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and 1248 Iowa St, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: October 1, 2025

Assistant Economic Development Director Ian Hatch is recommending City Council adopt the attached Resolution setting a public hearing for October 20, 2025, on a proposed Development Agreement by and between the City of Dubuque, Iowa and 1248 Iowa St, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

1248 Iowa St, LLC is managed by Josh Jansen. Jansen has successfully redeveloped 1047 Bluff Street creating new rental units and a historic tax credit redevelopment of the building exterior. Jansen is also involved with the ongoing revitalization project at 1602 Central Avenue which is on track to be substantially completed January 2026.

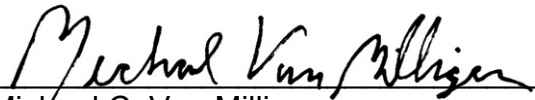
1248 Iowa St, LLC submitted an application for housing creation and the rehabilitation of the façade of 1236-1248 Iowa Street. 1248 Iowa St, LLC is proposing a \$2,700,000 project that will create 13 new residential rental units and restore the building façade. Typically, a project is only eligible for one \$35,000 downtown rehabilitation grant. However, since the project spans two tax parcels, staff have reviewed the grant program policy and recommend awarding two \$35,000 downtown rehabilitation grants.

The key elements of the Development Agreement include the following:

1. Developer will make a capital investment of approximately \$2,700,000 to rehabilitate the property.
2. Developer must create 13 residential rental units.
3. Developer will receive 15 years of tax increment financing incentives in the form of semi-annual rebates. Tax increment financing incentives are estimated to not exceed \$150,000.
4. City to award a Downtown Housing Incentive Grant in an amount of \$130,000 (\$10,000 x 13 units)
5. City to award a Downtown Rehabilitation Grant not to exceed \$35,000 for 1236 Iowa Street.

6. City to award a Downtown Rehabilitation Grant not to exceed \$35,000 for 1248 Iowa Street.
7. City of Dubuque will amend the Greater Downtown Urban Renewal District Plan to accommodate the issuance of tax increment financing incentives.

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



Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director
Ian Hatch, Assistant Economic Development Director



Economic Development
Department
50 West 13th Street
Dubuque, Iowa 52001-4864
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Ian C. Hatch, Assistant Economic Development Director

SUBJECT: Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and 1248 Iowa St, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: September 29, 2025

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached Resolution setting a public hearing for October 20, 2025 on a proposed Development Agreement by and between the City of Dubuque, Iowa and 1248 Iowa St, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

BACKGROUND

1248 Iowa St, LLC is managed by Josh Jansen. Jansen has successfully redeveloped 1047 Bluff Street creating new rental units and a historic tax credit redevelopment of the building exterior. Jansen is also involved with the ongoing revitalization project at 1602 Central Avenue which is on track to be substantially completed January 2026. The upper stories at 1236-1248 Iowa Street are in poor condition and vacant and underutilized. The rear portion of the building requires stabilization.

DISCUSSION

1248 Iowa St, LLC submitted an application for housing creation and the rehabilitation of the façade of 1236-1248 Iowa Street. 1248 Iowa St, LLC is proposing a \$2,700,000 project that will create 13 new residential rental units and restore the building façade. Typically, a project is only eligible for one \$35,000 downtown rehabilitation grant. However, since the project spans two tax parcels, staff have reviewed the grant program policy and recommend awarding two \$35,000 downtown rehabilitation grants.

The key elements of the Development Agreement include the following:

1. Developer will make a capital investment of approximately \$2,700,000 to rehabilitate the property.
2. Developer must create 13 residential rental units.
3. Developer will receive 15 years of tax increment financing incentives in the form of semi-annual rebates. Tax increment financing incentives are estimated to not exceed \$150,000.
4. City to award a Downtown Housing Incentive Grant in an amount of \$130,000 (\$10,000 x 13 units)
5. City to award a Downtown Rehabilitation Grant not to exceed \$35,000 for 1236 Iowa Street.
6. City to award a Downtown Rehabilitation Grant not to exceed \$35,000 for 1248 Iowa Street.
7. City of Dubuque will amend the Greater Downtown Urban Renewal District Plan to accommodate the issuance of tax increment financing incentives.

The Development Agreement requires Developer to accept applications from prospective tenants with housing choice vouchers (issued under the U.S. HUD's Section 8 voucher program or a similar program) that are otherwise qualified prospective tenants.

RECOMMENDATION/ ACTION STEP

I recommend the City Council adopt the attached Resolution setting an October 20, 2025 public hearing on the Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
1248 IOWA ST, LLC**

This Development Agreement (Agreement) dated for reference purposes the _____ day of _____, 2025 is made and entered into by and between the City of Dubuque, Iowa (City), and 1248 Iowa St, LLC (Developer).

WHEREAS, Developer is the owner of the real estate locally known as 1236-1248 Iowa Street, Dubuque, Iowa and legally described as follows (the Property):

TRACT I: The South 1/5 of Out Lot 457 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

TRACT II: The South ½ of the South Middle 1/5 of Out Lot 457 in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Town of Dubuque, Iowa.

TRACT III: The Middle 1/5 of Out Lot 457, and, the North ½ of the South Middle 1/5 of Out Lot 457 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

; and

WHEREAS, the Property is located in the Greater Downtown Urban Renewal District (the District) which has been so designated by City Council Resolution 123-67, on May 18, 1967 as a slum and blighted area (the Project Area) defined by Iowa Code Chapter 403 (the Urban Renewal Law); and

WHEREAS, Developer will undertake the redevelopment of a building (the Building) located on the Property (the Project) and will be operating the same during the term of this Agreement; and

WHEREAS, the Building is historically significant and it is in the City's best interest to preserve the Building; and

WHEREAS, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on May 18, 1967 and last amended on

April 21, 2025, City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as amended; and

WHEREAS, the Dubuque City Council believes it is in the best interests of the City to encourage Developer in the development of the Property by providing certain incentives as set forth herein.

NOW, THEREFORE, the parties to this Development Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

SECTION 1. REPRESENTATIONS AND WARRANTIES

1.1 Representations and Warranties of City. In order to induce Developer to enter into this Agreement, City hereby represents and warrants to Developer that to the best of City's knowledge:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at the time of closing confirming the representations contained herein, in the form attached hereto as Exhibit A.
- (2) City shall exercise its best efforts to cooperate with Developer in the development process.
- (3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.
- (4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.
- (5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City, or which

affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.

(6) No ordinance or hearing is now before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this section shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

(8) As of the date of this Agreement there has been prepared and approved by City an Urban Renewal Plan for the Project Area consisting of the Urban Renewal Plan for the Greater Downtown Urban Renewal Plan, most recently approved by City Council of City on April 21, 2025, and as subsequently amended through and including the date hereof, attached as Exhibit E (the Urban Renewal Plan). A copy of the Urban Renewal Plan, as constituted on the date of this Agreement and in the form attached hereto, has been recorded among the land records in the office of the Recorder of Dubuque County, Iowa.

1.2 Representations and Warranties of Developer. The Developer makes the following representations and warranties:

(1) Developer is a limited liability corporation duly organized and validly existing under the laws of the State of Iowa and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

(2) This Agreement has been duly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally. Developer's counsel shall issue a legal opinion to City, at the time

of closing, confirming the representations contained herein, in the form attached hereto as Exhibit B.

(3) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of incorporation or the bylaws of Developer or any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(4) There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business, financial position or result of operations of Developer or which affects the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

(5) Developer will perform its obligations under this Agreement in accordance with the material terms of this Agreement, the Urban Renewal Plan and all local, state and federal laws and regulations.

(6) Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all material requirements of all applicable local, state, and federal laws and regulations which must be obtained or met.

(7) Developer has firm commitments for permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the requirements of this Agreement and shall provide evidence thereof to City prior to the Public Hearing.

1.3 Closing. The closing shall take place on the Closing Date which shall be the 4th day of November, 2025, or such other date as the parties shall agree in writing but in no event shall the Closing Date be later than the 26th day of November, 2025. Consummation of the closing shall be deemed an agreement of the parties to this Agreement that the conditions of closing shall have been satisfied or waived.

1.4 Conditions to Closing. The closing of the transaction contemplated by this Agreement and all the obligations of Developer under this Agreement are subject to fulfillment, on or before the Closing Date, of the following conditions:

(1) The representations and warranties made by City in Section 1.1 shall be correct as of the Closing Date with the same force and effect as if such representations were made at such time. At the closing, City shall deliver a certificate to that effect in the form of Exhibit C.

(2) Developer shall have the right to terminate this Agreement at any time prior to the consummation of the closing on the Closing Date if Developer determines in its sole discretion that conditions necessary for the successful completion of the Project contemplated herein have not been satisfied in Developer's sole discretion. Upon the giving notice of termination by Developer to City, this Agreement shall be deemed null and void.

(3) Developer and City shall be in material compliance with all the terms and provisions of this Agreement.

(4) Developer shall have furnished City with evidence, prior to the Public Hearing, in a form satisfactory to City (such as a letter of commitment from a bank or other lending institution), that Developer has firm financial commitments in an amount sufficient, together with equity commitments, to complete the Minimum Improvements (as defined herein) in conformance with the Construction Plans (as defined herein), or City shall have received such other evidence of Developer's financial ability as City in its reasonable judgment City requires.

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

(6) Developer shall deliver a signed acknowledgement committing to provide and maintain the insurance requirements as indicated in Section 5.6 of this Agreement in the form attached hereto as Exhibit H.

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

SECTION 2. DEVELOPMENT ACTIVITIES

2.1 Required Minimum Improvements. Developer will make a capital investment of approximately Two Million Seven Hundred Thousand Dollars (\$2,700,000.00) to improve the Building (the Minimum Improvements). The Minimum Improvements include creating thirteen (13) new residential units and rehabilitating the façade including doors and windows.

2.2 Plans for Construction of Minimum Improvements. Plans and specifications with respect to the development of the Property and the construction of the Minimum Improvements thereon (the Construction Plans) shall be in conformity with Urban Renewal Plan, this Agreement, and all applicable state and local laws and regulations, including but not limited to any covenants, conditions, restrictions, reservations, easements, liens and charges, recorded in the records of Dubuque County, Iowa. Developer shall submit to City, for approval by City, plans, drawings, specifications, and related documents with respect to the improvements to be constructed by Developer on the Property. All work with respect to the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by City.

2.3 Timing of Improvements. Developer hereby agrees that construction of the Minimum Improvements on the Property shall begin by December 1, 2025, and shall be substantially completed by December 31, 2026. The time for the performance of these obligations shall be suspended due to unavoidable delays meaning delays, outside the control of the party claiming its occurrence in good faith, which are the direct result of strikes, other labor troubles, unusual shortages of materials or labor, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion directly results in delays, or acts of any federal, state or local government which directly result in extraordinary delays. The time for performance of such obligations shall be extended only for the period of such delay.

2.4 Certificate of Completion. Promptly following the request of Developer upon completion of the Minimum Improvements, City shall furnish Developer with an appropriate instrument so certifying. Such certification (the Certificate of Completion) shall be in the form attached as Exhibit I and shall be a conclusive determination of the satisfaction of Developer's obligations to make the Minimum Improvements under this Agreement and completion of the Minimum Improvements by Developer as required by this Agreement.

2.5 Security Cameras. Developer shall install security cameras on the exterior of all buildings on the Property and register said cameras with the "Secure Dubuque Personal Surveillance System" described at <https://cityofdubuque.org/2980/Secure-Dubuque>.

SECTION 3. CITY PARTICIPATION

3.1 Economic Development Grants to Developer. For and in consideration of Developer's obligations hereunder, and in furtherance of the goals and objectives of the urban renewal plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make thirty (30) consecutive semi-annual payments (such payments being referred to collectively as the Economic Development Grants) to Developer:

November 1, 2028	May 1, 2029
November 1, 2029	May 1, 2030
November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032
November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035
November 1, 2035	May 1, 2036
November 1, 2036	May 1, 2037
November 1, 2037	May 1, 2038
November 1, 2038	May 1, 2039
November 1, 2039	May 1, 2040
November 1, 2040	May 1, 2041
November 1, 2041	May 1, 2042
November 1, 2042	May 1, 2043

pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to a portion of the tax increment revenues collected by City under Iowa Code Section 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six-month period in respect of the Minimum Improvements constructed by Developer (the Developer Tax Increments). For purposes of calculating the amount of the Economic Development Grants provided in this Section, the Developer Tax Increments shall be only those tax increment revenues collected by City in respect of the increase in the taxable value of the Property above the assessed value on January 1, 2025 of Four Hundred Seventy-Nine Thousand Seven Hundred Dollars (\$479,700) (the Baseline Valuation). City and Developer agree the Property was assessed as of January 1, 2025 as follows:

1236 Iowa St (PIN 1024417003): \$165,800
1248 Iowa St (PIN 1024417002): \$313,900

The Developer Tax Increments shall not include (i) any property taxes collected for the payment of bonds and interest of each taxing district, (ii) any taxes for the regular and voter-approved physical plant and equipment levy, (iii) the remaining actual amount of tax increment revenues collected by City in respect of the valuations of the Property prior to January 1, 2025 and (iv) any other portion required to be excluded by Iowa law, and thus such incremental taxes will not include all amounts paid by Developer as regular property taxes.

3.2 To fund the Economic Development Grants, City shall certify to the County prior to December 1, 2026 its request for the available Developer Tax Increments resulting from the assessments imposed by the County as of January 1 of that year and each year thereafter until and including January 1, 2043, to be collected by City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to the Developer on November 1 and May 1 of that fiscal year. (Example: if City certifies in December, 2026, the Economic Development Grants in respect thereof would be paid to the Developer on November 1, 2028, and May 1, 2029.)

3.3 The Economic Development Grants shall be payable from and secured solely and only by the Developer Tax Increments paid to City that, upon receipt, shall be deposited and held in a special account created for such purpose and designated as the 1248 Iowa St 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 1248 Iowa St TIF Account to pay the Economic Development Grants, as and to the extent set forth in Section 3.1 hereof. The Economic Development Grants shall not be payable in any manner by other tax increments revenues, or by general taxation or from any other City funds. City makes no representation with respect to the amounts that may be paid to Developer as the Economic Development Grants in any one year and under no circumstances shall City in any manner be liable to Developer so long as City timely applies the Developer Tax Increments actually collected and held in the 1248 Iowa St TIF Account (regardless of the amounts thereof) to the payment of the Economic Development Grants to Developer as and to the extent described in this Section.

3.4 City shall be free to use any and all tax increment revenues collected in respect of other properties within the Project Area and the remaining actual amount of the property taxes paid by Developer to City, or any available Developer Tax Increments resulting from the termination of the annual Economic Development Grants under Section 3.1 hereof, for any purpose for which such tax increment revenues may lawfully be used pursuant to the

provisions of the Urban Renewal Law, and City shall have no obligations to Developer with respect to the use thereof.

3.5 Downtown Housing Incentive.

(1) City agrees to provide to Developer on the terms and conditions set forth in the Downtown Housing Incentive Program attached hereto as Exhibit F, a grant in an amount not to exceed One Hundred Thirty Thousand Dollars (\$130,000.00) (the Grant).

(2) Grant funds will not be disbursed to Developer until City has issued a Certificate of Completion for the Project. The Grant shall be paid in Ten Thousand Dollar (\$10,000.00) payments for each apartment that receives a Certificate of Completion up to a maximum of three apartments. Prior to the disbursement of any funds, Developer shall provide evidence satisfactory to City that the Minimum Improvements have been completed in accordance with the Plans and other documentation submitted to City with the Downtown Housing Assistance application.

3.6 Downtown Rehabilitation Grant. City agrees to provide a matching (1:1) grant for each parcel as follows:

1236 Iowa St (PIN 1024417003): City agrees to provide a matching (1:1) grant not to exceed Thirty-Five Thousand Dollars (\$35,000) to reimburse Developer for documents costs related to the following eligible activities:

(1) Planning & Design predevelopment costs, architectural and engineering fees and other authorized soft costs associated with the rehabilitation of the Development Property on the terms and conditions set forth by the State Historic Preservation Office, as set forth in Exhibit G.

(2) Façade documented costs that improve the overall appearance of the Development Property, provided the Project meets the criteria of the Façade Grant Program and on the terms and conditions set forth by the State Historic Preservation Office, as set forth in Exhibit G.

(3) Financial Consultant documented costs related to hiring a financial consultant to evaluate the Project's feasibility on the terms and conditions set forth in Exhibit G.

(4) A final design plan for the façade must be approved by City staff on the terms and conditions set forth in a Design Letter to be issued by City. If a final design plan

for the façade is not approved, this grant will not be available for the Project.

1248 Iowa St (PIN 1024417002): City agrees to provide a matching (1:1) grant not to exceed Thirty-Five Thousand Dollars (\$35,000) to reimburse Developer for documents costs related to the following eligible activities:

(1) Planning & Design predevelopment costs, architectural and engineering fees and other authorized soft costs associated with the rehabilitation of the Development Property on the terms and conditions set forth by the State Historic Preservation Office, as set forth in Exhibit G.

(2) Façade documented costs that improve the overall appearance of the Development Property, provided the Project meets the criteria of the Façade Grant Program and on the terms and conditions set forth by the State Historic Preservation Office, as set forth in Exhibit G.

(3) Financial Consultant documented costs related to hiring a financial consultant to evaluate the Project's feasibility on the terms and conditions set forth in Exhibit G.

(4) A final design plan for the façade must be approved by City staff on the terms and conditions set forth in a Design Letter to be issued by City. If a final design plan for the façade is not approved, this grant will not be available for the Project.

3.8 Payment of the Grants. The Grants shall be payable as follows:

(1) Any and all portions of the Grant shall be funded solely and only from available Program funds;

(2) Prior to the release of any grant funds, (i) Developer shall have submitted documentation of its eligible expenses under the corresponding eligible activity;

(3) City shall have issued a Certificate of Completion; and

(4) The Grant funds shall be disbursed directly to Developer.

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

4.1 Non-Appropriation.

(1) Notwithstanding anything in this Agreement to the contrary, the obligation of

City to pay any installment of the Economic Development Grants from the pledged tax increment revenues shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of City or a pledge of its full faith and credit within the meaning of any constitutional or statutory debt limitation, and shall be subject in all respects to the right of non-appropriation by the City Council of City as provided in this Section. City may exercise its right of non-appropriation as to the amount of the installments to be paid during any fiscal year during the term of this Agreement without causing a termination of this Agreement. The right of non-appropriation shall be exercised only by resolution affirmatively declaring City's election to non-appropriate funds otherwise required to be paid in the next fiscal year under this Agreement.

(2) In the event the City Council of City elects to not appropriate sufficient funds in the budget for any future fiscal year for the payment in full of the installments on the Economic Development Grants due and payable in that future fiscal year, then City shall have no further obligation to Employer or Developers for the payment of any installments due in that future fiscal year which cannot be paid with the funds then appropriated for that purpose.

(3) Developer acknowledges and agrees that the State of Iowa retains the authority to amend, modify, or repeal laws governing property tax, tax increment financing (TIF), and any related rebate mechanisms. City makes no representations or warranties regarding the continuation of current state law or the availability of rebates in their present form. In the event that any legislative or regulatory action by the State of Iowa alters or limits the availability, calculation, distribution, or administration of rebates, City shall have no obligation to compensate Developer for any resulting reduction, loss, or elimination of rebates. Developer assumes all risk associated with potential changes to applicable state law.

4.2 The right of non-appropriation reserved to City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to pay future installments on the Economic Development Grants shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other

provisions of this Agreement which can be given effect without the suspended provision, and to this end the provisions of this Agreement are severable.

SECTION 5. COVENANTS OF DEVELOPER

5.1 The Minimum Improvements shall conform to the U.S. Secretary of the Interior's Standards for Rehabilitation.

5.2. Operation of Property.

(1) Housing Vouchers. For and in consideration of the Grant offered under this Agreement, during the operation of the Development Property as a rental residential property, Developer shall accept, or cause to be accepted, applications from prospective tenants with housing vouchers issued under the U.S. HUD's Section 8 voucher program or a similar program who are otherwise qualified prospective tenants. Developer shall not deny any tenant a lease based on a public assistance source of income. A public assistance source of income means income and support derived from any tax supported federal, state or local funds, including, but not limited to, social security, supplemental security income, temporary assistance for needy families, family investment program, general relief, food stamps, and unemployment compensation, housing choice voucher subsidies and similar rent subsidy programs. This Section 5.2 shall survive the termination of this Agreement. If Developer or Developer's successors or assigns violates the requirements of this Section 5.2 as determined by the City Manager in the City Manager's sole discretion after the termination of this Agreement, Developer or Developer's successors or assigns shall not be eligible for any City financial assistance programs.

(2) Short-Term Rental. For and in consideration of the Grant offered under this Agreement, during the operation of the Development Property as residential rental property and during the term of this Agreement, no residential rental unit shall be leased to any tenant for an initial term of fewer than thirty (30) days, and no portion of the Development Property may be used for short-term rental purposes. Developer agrees to include similar prohibitions regarding short-terms rentals in each lease agreement for each residential rental unit of the Development Property during the term of this Agreement. Developer further agrees to include such prohibitions in each and every lease agreement for any residential rental unit of the Development Property for so long as any single residential rental unit of the Development Property remains subject to the terms and conditions of this Agreement.

5.3 Books and Records. During the term of this Agreement, Developer shall keep at all times and make available to City upon reasonable request proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer in accordance with generally accepted accounting principles consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account.

5.4 Real Property Taxes. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property unless Developer's obligations have been assumed by another person pursuant to the provisions of this Agreement.

5.5 No Other Exemptions. During the term of this Agreement, Developer agrees not to apply for any state or local property tax exemptions which are available with respect to the Property or the Minimum Improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the term of this Agreement, including those that arise under Iowa Code Chapters 404 and 427, as amended.

5.6 Insurance Requirements.

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and at its sole cost and expense builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the Building (including Minimum Improvements) replacement cost when construction is completed, naming City as a lender loss payable. Coverage shall include the "special perils" form and developer shall furnish City with proof of insurance in the form of a certificate of insurance. If the builder's risk policy purchased includes "soft costs" associated with this project, the limit for that coverage will be at the sole discretion of the contractor.

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

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

(4) Developer shall notify City immediately in the case of damage exceeding Fifty Thousand Dollars (\$50,000) in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance (Net Proceeds), shall be paid directly to Developer as its interests may appear, and Developer shall forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Property (as its interests may appear). Developer shall complete the repair, reconstruction and restoration of Minimum Improvements whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

5.7 Preservation of Property. During the term of this Agreement, Developer shall maintain, preserve and keep, or cause others to maintain, preserve and keep, the Minimum Improvements in good repair and working order, ordinary wear and tear accepted, and from time to time shall make all necessary repairs, replacements, renewals and additions.

5.8 Non-Discrimination. In carrying out the project, Developers shall not discriminate against any employee or applicant for employment because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

5.9 Conflict of Interest. Developer agrees that no member, officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity, or benefit therefrom, which is part of this project at any time during or after such person's tenure. In connection with this obligation, Developer shall have the right to rely upon the

representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.

5.10 Non-Transferability. Until such time as the Minimum Improvements are complete (as certified by City under Section 2.4), this Agreement may not be assigned by Developer nor may the Property be transferred by Developer to another party. Thereafter, with the prior written consent of City, which shall not be unreasonably withheld, Developer shall have the right to assign this Agreement, and upon assumption of the Agreement by the assignee, Developer shall no longer be responsible for its obligations under this Agreement.

5.11 No change in Tax Classification. Developer agrees that it will not take any action to change, or otherwise allow, the classification of the Property for property tax purposes to become other than commercial property and to be taxed as such under Iowa law. This restriction shall terminate upon the termination of this Agreement. However, Developer may apply for a reclassification of the Property in the event Iowa law is modified to allow a building containing four apartments within one building to be classified as residential for property tax purposes.

5.12 Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof, for the duration of this Agreement, that they, and their respective successors and assigns, shall:

(1) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan (and City represents and agrees that use of the Property as a restaurant and upper-story housing, is in full compliance with the Urban Renewal Plan) (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same); and

(2) Not discriminate upon the basis of race, religion, color, sex, sexual orientation, gender identity, national origin, age or disability in the sale, lease, rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

5.13 Compliance with Laws. Developer shall comply with all laws, rules and regulations relating to its businesses, other than laws, rules and regulations the failure to comply with or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, financial or otherwise, of Developer.

SECTION 6. EVENTS OF DEFAULT AND REMEDIES

6.1 Events of Default Defined. The following shall be Events of Default under this Agreement and the term Event of Default shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (1) Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the Minimum Improvements and the Property.
- (2) Failure by Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement.
- (3) Transfer of any interest by Developer of the Minimum Improvements in violation of the provisions of this Agreement prior to the issuance of the final Certificate of Completion.
- (4) Failure by Developer or City to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

6.2. Remedies on Default by Developer. Whenever any Event of Default referred to in Section 5.1 of this Agreement occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to Developer (and the holder of any mortgage encumbering any interest in the Property of which City has been notified of in writing) of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and Developer does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- (1) City may suspend its performance under this Agreement until it receives assurances from the Developer deemed adequate by City, that the Developer will cure its default and continue its performance under this Agreement;
- (2) Until the Closing Date, City may cancel and rescind this Agreement;
- (3) Until issuance of the Certificate of Completion, City shall be entitled to recover from Developer the sum of all amounts expended by City in connection with

the funding of the Downtown Rehab Loan/Grant and Economic Development Grant to Developer and City may take any action, including any legal action it deems necessary, to recover such amounts from the Developer;

(4) City may withhold the Certificate of Completion; or

(5) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

6.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

6.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

6.5 Agreement to Pay Attorneys' Fees and Expenses. If any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of litigation from the other party. Such fees and costs of litigation may be set by the court in the trial of such action or by the arbitrator, as the case may be, or may be enforced in a separate action brought for that purpose. Such fees and costs of litigation shall be in addition to any other relief that may be awarded.

6.6 Remedies on Default by City. If City defaults in the performance of this Agreement, Developer may take any action, including legal, equitable or administrative action that may appear necessary or desirable to collect any payments due under this Agreement, to recover expenses of Developer, or to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement. Developer may suspend their performance under this Agreement until they receive assurances from City, deemed adequate by Developer, that City will cure its default and continue its performance under this Agreement.

SECTION 7. GENERAL TERMS AND PROVISIONS

7.1 Notices and Demands. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

If to Developer: Josh Jansen
1248 Iowa St, LLC
Dubuque, Iowa 52001

With copy to: Drake Law Firm PC
Samuel M. Degree
300 Main St #323
Dubuque, IA 52001

If to City: City Manager
50 W. 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4110
Fax: (563) 589-4149

With copy to: City Attorney
City Hall
50 W. 13th Street
Dubuque IA 52001

or at such other address with respect to either party as that party may, from time to time designate in writing and forward to the other as provided in this Section.

7.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of City and Developer and their respective successors and assigns.

7.3 Force Majeure. A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is prevented, impeded, or hindered, unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control and after the party has taken reasonable steps to avoid or mitigate such event or its consequences (each a "Force Majeure Event") including,

without limitation in any way, as the result of any acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes and/or labor disputes, pandemic, epidemic, quarantines, government stay-at-home orders, municipal and other government orders, failure of Internet, or other matter beyond the control of such party. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party identifying the Force Majeure Event, explaining how it impacts performance and the estimated duration, identifying the relief requested, agreeing to limit damages to the other party and to immediately resume performance upon termination of the Force Majeure Event, and agreeing to supplement the notice as more information becomes available, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible. No obligation to make a payment required by this Agreement is excused by a Force Majeure Event. The nonperforming party shall not be entitled to any damages or additional payments of any kind for any such delay.

7.4 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on December 31, 2043 (the Termination Date).

7.5 Execution by Facsimile. The parties agree that this Agreement may be transmitted between them by facsimile machine. The parties intend that the faxed signatures constitute original signatures and that a faxed Agreement containing the signatures (original or faxed) of all the parties is binding on the parties.

7.6 Memorandum of Development Agreement. Developer shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit D in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

7.7 Legal Compliance. Developer is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances which may apply to the performance of Developer's obligations under this Agreement, including but not limited to the laws outlined in Exhibit J, and hereby represents and warrants that Developer is in compliance with the same as of the Closing Date and further represents that during the Term Developer will remain in compliance. Developer shall require all contractors and subcontractors providing services under this Agreement shall also certify compliance with this Section.

Developer further represents and warrants that Developer has obtained all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Agreement, including any permits and licenses that might be required by the state or locality in which Developer performs the Services, and Developer agrees to maintain, at

Developer's sole expense, such required permits and licenses for the duration of the term(s) of this Agreement.

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

1248 IOWA ST, LLC

By _____
Brad M. Cavanagh, Mayor

By _____
Josh Jansen, Organizer

Attest:

Adrienne N. Breitfelder, City Clerk

LIST OF EXHIBITS

EXHIBIT A	City Attorney's Certificate
EXHIBIT B	Opinion of Developer's Counsel
EXHIBIT C	City Certificate
EXHIBIT D	Memorandum of Development Agreement
EXHIBIT E	Urban Renewal Plan
EXHIBIT F	Downtown Housing Incentive Program
EXHIBIT G	Planning and Design Grant Program, Façade Grant Program, and Financial Consultant Grant Program
EXHIBIT H	Insurance Acknowledgment
EXHIBIT I	Certificate of Completion
EXHIBIT J	Legal Compliance

EXHIBIT A

CITY ATTORNEY'S CERTIFICATE

Barry A. Lindahl, Esq.
Senior Counsel
Suite 330, Harbor View Place
300 Main Street
Dubuque, Iowa 52001-6944
(563) 583-4113 office
(563) 583-1040 fax
balesq@cityofdubuque.org



(DATE)

RE:

Dear _____:

I have acted as counsel for the City of Dubuque, Iowa, in connection with the execution and delivery of a certain Development Agreement between 1248 Iowa St, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

The City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and has full power and authority to execute, deliver and perform its obligations under this Agreement, and to the best of my knowledge, the representations of the City Manager in his letter dated the ____ day of _____, 20__, are correct.

Very sincerely,

Barry A. Lindahl, Esq.
City Attorney

BAL:JLM

EXHIBIT B

OPINION OF DEVELOPER'S COUNSEL

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

Re: Development Agreement Between the City of Dubuque, Iowa and

Dear Mayor and City Councilmembers:

We have acted as counsel for 1248 Iowa St, LLC, in connection with the execution and delivery of a certain Development Agreement (Development Agreement) between Developer and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the Development Agreement and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. Developer is a limited liability company organized and existing under the laws of the State of Iowa and has full power and authority to execute, deliver and perform in full the Development Agreement. The Development Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. To our actual knowledge with no duty to inquire, the execution, delivery and performance by Developer of the Development Agreement and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the articles of incorporation and bylaws of Developer, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which Developer is a party or by which Developer's property is bound or subject.

3. To our actual knowledge with no duty to inquire, there are no actions, suits or

proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform Developer's obligations thereunder.

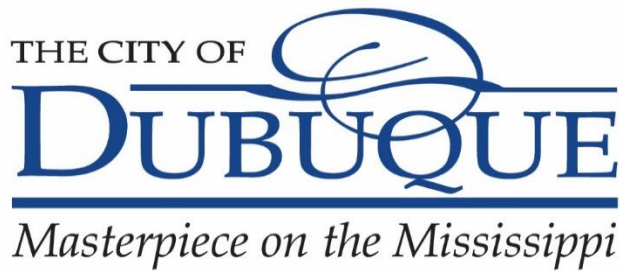
This opinion is rendered for the sole benefit of the City of Dubuque and no other party may rely on this opinion.

This opinion is rendered and valid as of the date of this letter and we have no duty to update this opinion for any matters which come to our knowledge after the date of this letter.

Sincerely,

EXHIBIT C

CITY CERTIFICATE



City Manager's Office
City Hall
50 West 13th Street
Dubuque, Iowa 52001-4864
(563) 589-4110 office
(563) 589-4149 fax
ctymgr@cityofdubuque.org

(DATE)

Dear _____:

I am the City Manager of the City of Dubuque, Iowa and have acted in that capacity in connection with the execution and delivery of a certain Development Agreement between 1248 Iowa St, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

On behalf of the City of Dubuque, I hereby represent and warrant to Developer that:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit B.
- (2) City shall exercise its best efforts to cooperate with Developer in the development process.
- (3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.
- (4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.

(6) No ordinance or hearing is now or before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

Sincerely,

Michael C. Van Milligen
City Manager

MCVM:JLM

EXHIBIT D

MEMORANDUM OF DEVELOPMENT AGREEMENT

Prepared by: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113
Return to: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113

MEMORANDUM OF DEVELOPMENT AGREEMENT

A Development Agreement by and among the City of Dubuque, Iowa, an Iowa municipal corporation, of Dubuque, Iowa, and 1248 Iowa St, LLC was made regarding the following described premises:

TRACT I: The South 1/5 of Out Lot 457 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

TRACT II: The South 1/2 of the South Middle 1/5 of Out Lot 457 in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Town of Dubuque, Iowa.

TRACT III: The Middle 1/5 of Out Lot 457, and, the North 1/2 of the South Middle 1/5 of Out Lot 457 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

The Development Agreement is dated for reference purposes the ____ day of _____, 20__, and contains covenants, conditions, and restrictions concerning the sale and use of said premises.

This Memorandum of Development Agreement is recorded for the purpose of constructive notice. In the event of any conflict between the provisions of this Memorandum and the Development Agreement itself, executed by the parties, the terms and provisions of the Development Agreement shall prevail. A complete counterpart of the Development Agreement, together with any amendments thereto, is in the possession of the City of Dubuque and may be examined at its offices as above provided.

Dated this ____ day of _____, 20__.

CITY OF DUBUQUE, IOWA

By _____
Barry A. Lindahl, Senior Counsel

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Barry A. Lindahl, Esq., to me personally known, who being by me duly sworn did say that he is the Senior Counsel of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa, and said Senior Counsel acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public, State of Iowa

EXHIBIT E

URBAN RENEWAL PLAN

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

EXHIBIT F

DOWNTOWN HOUSING INCENTIVE PROGRAM

DOWNTOWN HOUSING INCENTIVE PROGRAM

Projects eligible to receive assistance from this established pool of funds must meet the following requirements:

- The project must assist in the creation of new market-rate downtown rental and/or owner-occupied residential units within the Greater Downtown Urban Renewal District (see attached map) and have timely commencement & completion dates identified.
- The project must be the rehabilitation of an existing structure.
- Within the Washington Neighborhood, rental units must be located above a commercial component on the first floor of the building unless the project is rehabilitating or reusing a former church or school building.
- Exterior alterations are subject to design review and approval. The *Historic District Guidelines* shall apply to projects located in Historic Preservation District. The *Downtown Design Guidelines* shall apply to all other project locations. Projects which conform to the applicable guidelines may be reviewed and approved by the City Planner. Projects that do not strictly conform to the applicable guidelines will be forwarded to the Historic Preservation Commission (HPC) for consideration. New construction or substantial rehabilitation projects may also be considered by the HPC. The process for review is at the discretion of the City Planner. Guidelines can be viewed and downloaded at <http://cityofdubuque.org/1295/Design-Guidelines>.
- Any signs on the property that do not comply with City zoning regulations and design guidelines must be included in the design review and improved to comply with applicable City Codes. Submittal must include the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed.
- A detailed rendering/drawing of the proposed project must be included. The plans should include dimensions and architectural details and label materials. Plans prepared by a design professional (e.g. architect or draftsman) are strongly recommended. Applications without detailed drawings will not be considered complete and will not be accepted by the City.
- Deviation from an approved project plan may disqualify the project from the program.
- City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.

- Preference will be given to projects that also utilize Federal and/or State Historic Tax Credits.
- No more than \$10,000 in assistance will be considered per residential unit.
- In general, no more than \$750,000 will be provided to a single project.
- No developer fee will be permitted until all city assistance is paid or satisfied in full.
- The City will disburse committed funds after the project is complete and a Certificate of Occupancy has been provided for the housing units.
- A minimum of 2 new housing units must be created in the project.
- Owner of property must certify that all property in the City of Dubuque, for which the owner has any interest, complies with all applicable City of Dubuque ordinances and regulations, including, but not limited to, housing, building, zoning, fire, health, and vacant and abandoned building regulations.
- Applications will be reviewed monthly by the Review Committee, consisting of at least one representative from the City's Economic Development, Planning, and Building Services Departments. The Review Committee will score each application and will fund projects that meet the program criteria and are ready to commence within three months.

EXHIBIT G

DOWNTOWN REHABILITATION GRANT PROGRAM

Downtown Rehabilitation Grant Program

PROGRAM GUIDELINES

(2024)

The Downtown Rehabilitation Grant Program is designed to further the goals and objectives of the Greater Downtown Urban Renewal Plan by creating the financial incentives needed to eliminate conditions of blight, encourage revitalization efforts and to retain or create employment opportunities and/or new housing units within the district. This program will address building code deficiencies as part of each approved project.

Eligible Applicants: Owners of property within the Greater Downtown Urban Renewal District (map attached).

Grant Award: The grant is a 1:1 matching grant up to a maximum of Thirty-Five Thousand Dollars (\$35,000).

**Eligible Activities
and Assistance:**

Façade Costs – to provide assistance on labor or material costs for front (or occasionally other major) façade renovations to restore a building's historic appearance or eliminate inappropriate additions or alterations to improve overall appearance.

Financial Consultant Costs – to provide assistance on hiring a financial consultant used to analyze the feasibility of a project.

Planning & Design Grant Program – to provide assistance on pre-development costs associated with a project.

FOR MORE INFORMATION, please contact:
City of Dubuque Economic Development Department
50 West 13th Street, Dubuque, Iowa 52001
(563) 589-4393

General Conditions:

- Property must be located in Greater Downtown Urban Renewal District (see attached map) and with timely commencement & completion dates identified.
- Projects must be the rehabilitation of an existing structure.
- Property must be classified for tax purposes as a commercial or multi-residential property.
- All existing code deficiencies within a scope of a project must be corrected and new improvements must comply with all applicable codes and ordinances.
- Owner of property must certify that all property in the City of Dubuque, for which the owner has any interest, complies with all applicable City of Dubuque ordinances and regulations, including, but not limited to, housing, building, zoning, fire, health, and vacant and abandoned building regulations.
- Exterior alterations are subject to design review and approval. The Historic District Guidelines shall apply to projects located in Historic Preservation Districts. The Downtown Design Guidelines shall apply to all other project locations. Projects which conform to the applicable guidelines may be reviewed and approved by the City Planner. Projects that do not strictly conform to the applicable guidelines will be forwarded to the Historic Preservation Commission (HPC) for consideration. Substantial rehabilitation projects may also be considered by the HPC. The process for review is at the discretion of the City Planner. Guidelines can be viewed and downloaded at <http://cityofdubuque.org/1295/Design-Guidelines>.
- Any signs on the property that do not comply with City zoning regulations and design guidelines must be included in the design review and improved to comply with applicable City Codes. Submittal must include the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed.
- A detailed rendering/drawing of the proposed project must be included. The plans should include dimensions and architectural details and label materials. Plans prepared by a design professional (e.g. architect or draftsman) are required. Applications without detailed drawings will not be considered complete. Only preliminary eligibility may be determined until professional drawings are submitted.
- Applicant will not be reimbursed for personal labor costs or labor costs of family members, nor can these costs be counted in the total project costs.
- Projects may not receive the maximum amount of each form of assistance more than once.
- Deviation from an approved project plan shall disqualify the project from the program.
- City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque, in its sole discretion, following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.
- Applications will be reviewed quarterly by the Economic Development and Planning department with funds awarded to projects that meet the program criteria and are ready to commence within three months.

FAÇADE INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for front (or occasionally other major) façade renovation to restore the façade to its historic appearance or improve the overall appearance. This assistance is intended to address historically inappropriate exteriors. It is not intended to address normal building maintenance.

Specific Conditions:

- Reimbursement is for labor and material costs associated with façade improvements, including but not limited to, rehabilitating or improving windows, paint, signage, or awnings to significantly transform overall appearance.
- Landscaping or screening with fencing or retaining walls may be a reimbursable expense if a determination is made that property is improved adjacent to public right-of-way.
- In order to receive reimbursement for repointing, a mortar analysis sample may be requested for each façade that will be repointed. The applicant must adhere to the results of that analysis in their rehabilitation work as part of their approved project plan. The City may request verification that the new mortar matches the results of the mortar analysis.
- Language from the National Park Service Technical Preservation Services Briefs may be attached as a condition for a building permit if the applicant chooses to perform repointing on the project.
- Reimbursable expenditures must be documented.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

FINANCIAL CONSULTANT INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring a financial consultant to analyze the feasibility of projects.

Specific Conditions:

- Reimbursement is for fees associated with hiring a professional financial consultant (i.e. accountant, attorney, tax credit consultant)
- Reimbursable expenditures must be documented.
- This financial consultant funding shall not exceed ten percent (10%) of total project costs.
- The rehabilitation project must be completed for the Financial Consultant costs to be reimbursed.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

PLANNING & DESIGN INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring architects, engineers or other professional services used prior to construction.

Grant Specific Conditions:

- Reimbursement is for architectural and engineering fees, feasibility studies, environmental assessments or other related soft costs.
- Reimbursable expenditures must be documented.
- Owner / developer fees are not permitted as reimbursable expenditures.
- The planning and design funding shall not exceed ten percent (10%) of total project costs.
- Funding will be disbursed upon completion of the project at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

EXHIBIT H

INSURANCE ACKNOWLEDGMENT

Acknowledgment of Insurance Requirements

Section 5.6

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and at its sole cost and expense builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the Building (including Minimum Improvements) replacement cost when construction is completed, naming City as a lender loss payable. Coverage shall include the "special perils" form and developer shall furnish City with proof of insurance in the form of a certificate of insurance.

Developer specifically acknowledges that replacement cost means one hundred percent of the replacement cost when construction is completed, that the City must be named as lender loss payable, and that evidence of builders risk must be provide prior to closing.

By: Timothy J. Hitzler, President

EXHIBIT I

CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (the “Grantor”), has granted incentives to 1248 Iowa St, LLC (the “Grantee”), in accordance with a Development Agreement dated as of [Date] (the “Agreement”), by and among the Grantor, and the Grantee (collectively, the “Agreement”), certain real property located within the Greater Downtown Urban Renewal District of the Grantor and as more particularly described as follows:

TRACT I: The South 1/5 of Out Lot 457 in the City of Dubuque, Iowa, according to the United States Commissioners’ Map thereof.

TRACT II: The South ½ of the South Middle 1/5 of Out Lot 457 in the City of Dubuque, Iowa, according to the United States Commissioners’ Map of the Town of Dubuque, Iowa.

TRACT III: The Middle 1/5 of Out Lot 457, and, the North ½ of the South Middle 1/5 of Out Lot 457 in the City of Dubuque, Iowa, according to the United States Commissioners’ Map thereof.

(the “Development Property”); and

WHEREAS, said Agreement incorporated and contained certain covenants and conditions with respect to the rehabilitation of the Development Property, and obligated the Grantee to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, the Grantee has to the present date performed said covenants and conditions insofar as they relate to the construction of the Minimum Improvements in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification; and

NOW, THEREFORE, pursuant to Section 2.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Grantee, and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by the Grantee to the satisfaction of the Grantor and such covenants and conditions are hereby satisfied.

The County Recorder of Dubuque County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfaction of the covenants and conditions as set forth in said Agreement, and that the Agreement shall otherwise remain in full force and effect.

(SEAL)

CITY OF DUBUQUE, IOWA

By: _____
Mike Van Milligen, City Manager

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and acknowledged said execution of the instrument to be his/her voluntary act and deed.

Notary Public in and for
Dubuque County, Iowa

EXHIBIT J
LEGAL COMPLIANCE

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq), (prohibits discrimination on the basis of age);
- f) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g) The Civil Rights Restoration Act of 1987, (PL 100-209); (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964 to include that entities that receive federal funding must comply with civil rights legislation, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, in all operations, not just in the program or activity receiving federal funding);
- h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j) Section 1557 of the Affordable Care Act (prohibits discrimination on the basis of national origin);

- k) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.) (prohibits discrimination because of sex in education programs or activities);
- l) Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. § 1101 et seq.); and
- m) Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. § 4541, et seq.).

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the City Council of the City of Dubuque Iowa will conduct a public hearing on the 20th day of October, 2025, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to take action to approve a Development Agreement between the City of Dubuque, Iowa and 1248 Iowa St, LLC, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W 13th Street, Dubuque, Iowa, providing for the issuance of economic development grants (Urban Renewal Tax Increment Revenue Grant Obligations) described therein in order to carry out the purposes and objectives of the Urban Renewal Plan for the Greater Downtown Urban Renewal Area Economic Development District, including the funding of economic development grants for 1248 Iowa St, LLC, under the terms and conditions of the Urban Renewal Plan for the Greater Downtown Urban Renewal Area Economic Development District. The aggregate amount of the Urban Renewal Tax Increment Revenue Grant Obligations cannot be determined at the present time but is not expected to exceed \$150,000.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official City Council agenda will be posted the Friday before the meeting and will contain public input options. The agenda can be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments on the public hearing may be submitted to the City Clerk's Office by email at ctyclerk@cityofdubuque.org or by mail to City Hall, 50 W. 13th St., Dubuque, IA 52001, before the scheduled hearing. The City Council will review all written comments at the time of the hearing.

Documents related to the public hearing are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals requiring special assistance should contact the City Clerk's Office as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 6th day of October, 2025.

Adrienne N. Breitfelder, CMC, City Clerk

RESOLUTION NO. ____-25

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND 1248 IOWA ST, LLC, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEROF

Whereas, 1248 Iowa St, LLC is the owner of the property legally described as follows:

TRACT I: The South 1/5 of Out Lot 457 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

TRACT II: The South ½ of the South Middle 1/5 of Out Lot 457 in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Town of Dubuque, Iowa.

TRACT III: The Middle 1/5 of Out Lot 457, and, the North ½ of the South Middle 1/5 of Out Lot 457 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

locally known as 1236-1248 Iowa Street (the Property); and

Whereas, the City of Dubuque and 1248 Iowa St, LLC have tentatively entered into a Development Agreement, subject to the approval of the City Council, including the issuance of Urban Renewal Tax Increment Revenue Obligations, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W 13th Street, Dubuque, Iowa for the development of the Property; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement with 1248 Iowa St, LLC; and

Whereas, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue Obligations, as provided by Iowa Code Chapter 403, pursuant to the Development Agreement; and

Whereas, before said Obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to approve the Development Agreement by and between City of Dubuque and 1248 Iowa St, LLC, including the issuance of Urban Renewal Tax Increment Revenue Obligations, to be held on the 20th day of October, 2025 at 6:30 p.m. The official agenda will be posted the Friday before the meeting and will contain listening, viewing, and public input options. The City Council agenda may be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of approving the Development Agreement and the issuance of Urban Renewal Tax Increment Revenue Obligations relating thereto with 1248 Iowa St, LLC, the proceeds of which Obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to 1248 Iowa St, LLC pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue Obligations to be issued will be approximately \$150,000.

Section 3. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said Obligations.

Section 4. That the notice of the proposed action to issue said Obligations shall be in substantially the form attached hereto.

Passed, approved, and adopted this 6th day of October, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 4.

ITEM TITLE:	Eagle Point Water Treatment Plant Roof Rehabilitation Project - Initiate Public Bidding and Set the Public Hearing Date
SUMMARY:	City Manager recommending City Council adopt the resolution granting preliminary approval of the plans, specifications, form of contract, and estimated cost of \$500,000 for the Eagle Point Water Treatment Plant Roof Rehabilitation Project, set the public hearing date of October 20, 2025, and hereby authorize the Water Department to advertise the project for public bidding. RESOLUTION Eagle Point Water Treatment Plant Roof Rehabilitation Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for October 20, 2025
ATTACHMENTS:	1. MVM Memo 2. EP WTP Roof Rehabilitation Set PH Init Dept Memo 3. EP WTP Roof Bidding Initiate NPH 4. EP WTP Roof Bidding Initiate Resolution

TO: The Honorable Mayor and City Council Members

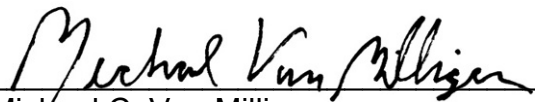
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Eagle Point Water Treatment Plant Roof Rehabilitation Project - Initiate Public Bidding and Set the Public Hearing Date

DATE: September 29, 2025

Water Department Director Christopher Lester is recommending City Council adopt the resolution granting preliminary approval of the plans, specifications, form of contract, and estimated cost of \$500,000 for the Eagle Point Water Treatment Plant Roof Rehabilitation Project, set the public hearing date of October 20, 2025, and hereby authorize the Water Department to advertise the project for public bidding.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Christopher Lester, Water Department Director
Jennifer Larson, Chief Financial Officer
Eldon Schneider, Water Project Supervisor
Carl Plumley, Water Distribution Supervisor

TO: Michael C. Van Milligen, City Manager

FROM: Christopher Lester, Water Department Director

DATE: September 29, 2025

SUBJECT: Eagle Point Water Treatment Plant Roof Rehabilitation Project - Initiate Public Bidding and Set the Public Hearing Date

INTRODUCTION

The purpose of this memorandum is to establish the date for the public hearing and to initiate the public bidding procedure for the Eagle Point Water Treatment Plant Roof Rehabilitation Project.

BACKGROUND

The City of Dubuque's Water Department has identified a phased replacement of roofing systems at the Eagle Point Water Treatment Plant. The membrane roofing systems were inspected in 2020, and noticeable failures were identified. The systemic, phased replacement of the aging roofing systems were included as improvements recommended in the Water Treatment Plant Condition Assessment prepared by Strand Associates, issued June 2023.

The first phase of roof replacements include the North Plant Clarifiers, Lime Silo, and Administration Building 3rd Floor. The second phase of roof replacements includes the Sludge Plant, Sludge Plant Wet Well Walkway between Sludge Clarifiers, and Sludge Plant Electrical Room. The third phase of roof replacements includes the North Plant Filters. The fourth phase of roof replacements includes the South Plant Clarifiers, Administrative Offices, Plant Filter Motor Control Room, and East Clearwell.

DISCUSSION

Water Department staff have completed the bidding documents, specifications, and drawings for the roof replacements. The scope of work and bidding documents have been finalized and are now ready to be advertised for bidding.

Construction was originally planned for the spring of 2025. However, due to anticipated project costs, bidding for the project was timed for Fall of 2025 to allow for additional funds within FY26 to complete the project.

Both the first and second phases of the roof replacement project are included in the FY26 budget, which includes carryover from FY25 related to the first phase.

The second phase of roof replacements is planned to be bid in Spring 2026 with construction in the summer of 2026. The third phase of roof replacements is planned for FY28. The fourth phase of roof replacements is planned for FY29. Third and fourth-phase replacements are included in the CIP, but not in the current budget.

PROJECT SCHEDULE

The schedule for the project is as follows:

– Council Initiate	October 6, 2025
– Advertise for Bids and Publish the Public Hearing Notice	October 8, 2025
– Public Hearing	October 20, 2025
– Receipt of Bid Proposals	October 23, 2025
– Award Construction Contract	November 3, 2025
– Substantial Completion Date	May 1, 2026
– Final Completion Date	May 29, 2026

BUDGET IMPACT

The estimate of probable cost for the Eagle Point Water Treatment Plant Roof Rehabilitation Project is summarized as follows:

Description	Estimate
Construction Contract	\$500,000
Contingency	\$50,000
Total Project Cost	\$550,000

The funding summary is as follows:

CIP	Funding Source	Amount
4281000044	Water Construction Fund (FY26 Carry-Over)	\$309,190
4281000044	Water Construction Fund (FY26)	\$590,000
Total Project Funding		\$899,190

ACTION TO BE TAKEN

I respectfully request that the City Council adopt the resolution granting preliminary approval of the plans, specifications, form of contract, and estimated cost for the Eagle Point Water Treatment Plant Roof Rehabilitation Project, set the public hearing date of October 20, 2025, and hereby authorize the Water Department to advertise the project for public bidding.

cc: Jennifer Larson, Chief Financial Officer
 Eldon Schneider, Water Project Supervisor
 Carl Plumley, Water Distribution Supervisor

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 20th day of October, 2025, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to will hold a public hearing on the proposed plans and specifications, form of contract and estimate of cost for the proposed Eagle Point Water Treatment Plant Roof Rehabilitation Project.

The Project generally consists of the removal and replacement of the existing roofing and insulation material for the identified roof segments. Roofing will include installation of curbing, vapor barrier, insulation, membrane roofing, and flashings. The existing siding at the Lime Silo building will require modifications to allow for additional insulation and counter-flashing.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official City Council agenda will be posted the Friday before the meeting and will contain public input options. The agenda can be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments on the public hearing may be submitted to the City Clerk's Office by email at ctyclerk@cityofdubuque.org or by mail to City Hall, 50 W. 13th St., Dubuque, IA 52001, before the scheduled hearing. The City Council will review all written comments at the time of the hearing.

Documents related to the public hearing are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals requiring special assistance should contact the City Clerk's Office as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 6th day of October 2025.

Adrienne N. Breitfelder, CMC, City Clerk

RESOLUTION NO. ____-25

**EAGLE POINT WATER TREATMENT PLANT ROOF REHABILITATION
PROJECT**

**PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, FORM OF
CONTRACT, AND ESTIMATED COST; SETTING DATE OF PUBLIC HEARING
ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED
COST; AND ORDERING THE ADVERTISEMENT FOR BIDS**

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

The proposed plans, specifications, form of contract and estimated cost
for the Eagle Point Water Treatment Plant Roof Rehabilitation Project in the
amount of \$500,000, are hereby preliminarily approved and ordered filed in the
office of the City Clerk for public inspection.

A public hearing will be held on the 20th day of October, 2025, at 6:30 p.m.
in the Historic Federal Building Council Chambers (second floor) 350 W. 6th Street,
Dubuque, Iowa, at which time interested persons may appear and be heard for or
against the proposed plans and specifications, form of contract and estimated cost
of said Project, and the City Clerk be and is hereby directed to cause the attached
notice of the time and place of such hearing to be published in a newspaper having
general circulation in the City of Dubuque, Iowa, which notice shall be published
not less than four days nor more than twenty days prior to the date of such hearing.
At the hearing, any interested person may appear and file objections to the
proposed plans, specifications, form of contract, or estimated cost of the Project.

The Eagle Point Water Treatment Plant Roof Rehabilitation Project is
hereby ordered to be advertised for bids for construction.

The amount of the security to accompany each bid shall be in an amount
which shall conform to the provisions of the Notice to Bidders hereby approved.

The Water Department Manager is hereby directed to advertise for sealed
bids for the construction of the improvements herein provided, by publishing the
Notice to Bidders to be published on the City of Dubuque website and a contractor
plan room service with statewide circulation, which notice shall be published not
less than thirteen but not more than forty-five days before the date for filing bids
before 2:00 p.m. on the 23rd day of October, 2025. Bids shall be opened and read
by the City Clerk at said time and will be submitted to the City Council for final

action at 6:30 p.m. on the 3rd day of November, 2025, in the Historic Federal Building Council Chambers (second floor), 350 West 6th Street, Dubuque, Iowa.

Passed, adopted and approved this _____ day of _____, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 5.

ITEM TITLE:	Setting a Public Hearing on the Fiscal Year 2026 First Budget Amendment
SUMMARY:	City Manager recommending the first Fiscal Year 2026 Budget Amendment be set for public hearing for October 20, 2025. RESOLUTION Setting The Date For The Public Hearing On Amendment No. 1 To The Fiscal Year 2026 Budget For The City Of Dubuque
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for October 20, 2025

ATTACHMENTS:

1. Amend#1-26 MVM memo Set Hearing
2. Amend#1-26 Set Public Hearing_Staff Memo_2025_10-01
3. Amend#1-26 set public hearing Resolution
4. FY26 Budget Amendment 1 PublicHearingNotice
5. 2026 Amendment 1 Council

TO: The Honorable Mayor and City Council Members
FROM: Michael C. Van Milligen, City Manager
SUBJECT: Fiscal Year 2026 First Budget Amendment
DATE: September 30, 2025

Chief Financial Officer Jennifer Larson is recommending the first Fiscal Year 2026 Budget Amendment be set for public hearing for October 20, 2025.

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



Michael C. Van Milligen

MCVM/jml
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Laura Bendorf, Budget Manager

TO: Michael C. Van Milligen, City Manager
FROM: Jennifer Larson, Chief Financial Officer
SUBJECT: Fiscal Year 2026 First Budget Amendment
DATE: October 1, 2025

The purpose of this memorandum is to provide an explanation regarding the first amendment for Fiscal Year 2026. This amendment is twofold. First, it amends the Fiscal Year 2026 budget for City Council actions since the beginning of the Fiscal Year and includes items which City Council has expressed support. Second, the amendment includes Fiscal Year 2025 budget carryovers to Fiscal Year 2026 of encumbrances totaling \$74,048,640, capital projects totaling \$99,461,931 that were not completed during the prior Fiscal Year, and associated revenues totaling \$84,855,153. There are operating budget appropriation carryovers of \$5,092,587 and operating receivables of \$3,539,873. Also, total transfers between funds of \$9,999,509 are reflected.

CARRYOVER AMENDMENT TO FISCAL YEAR 2026

CAPITAL BUDGET CARRYOVER AMENDMENT

Some significant projects were started and remain in process, which are carried forward into Fiscal Year 2026. The most significant of the capital project expenditure carryovers, including associated revenue, are:

Project	Carryover Amount
14th Street Overpass	9,949,405
Reconstruct Taxiway	9,175,319
HS WASTE RECEIVE & STORAGE	7,323,008
Parking Ramp Maintenance	6,550,794
Private Lead Line Removal	5,671,555
Federal Building Renovation	4,042,005
Bee Branch Gate & Pump	3,376,062
Smart Parking System	2,565,773
Schmitt Island Sanitary Sewer	2,515,930
STREETS Traffic Control	2,141,005
Source Water PFAS Reduction	1,769,200
SCADA and Communication	1,731,637
SWA Main Ext - HWY20	1,618,527
CEDAR/TERM ASSESSMENT	1,526,079
Branching Out Dubuque Grant	1,378,343

Project	Carryover Amount
POD RIVERFRONT DOCK	1,343,677
Housing Trust Fund	1,026,557
Pavement Rehabilitation	1,022,670
WRRC Industrial Controls	1,013,227
Auburn and Custer Pavement	1,000,000
HVAC replacement Fire Headquarters	986,038
Finance ERP System	944,186
Villa Wall Reconstruction	943,978
Curb Ramp Program	802,232
Port of Dubuque Ramp	704,580
Water Meter Replacement	701,943
FLOOD CONTROL MAINT	639,233
Fire Department Bunk Remodel	628,581
PERV PAVE BB RR SPONSORSHIP	593,809
Port of Dubuque Parking Lot Resurface	585,000
Five Flags Building Renovation	574,975
Four Mounds Land Acquisition	564,000
City Hall Annex Remodel - Other Capital Outlay	520,000
REPLACE FIXED ROUTE BUSES	488,082
SOUTH PORT REDEVELOPMENT	482,263
MAIN EXT TO NEW DEVELOPMENT	463,340
Public lead line removal	418,032
City Hall Remodeling	411,926
Combination Jet/Vacuum Sewer Maintenance	405,000
Auburn and Custer Sewer	401,799
Terminal Building Exit Lane Modification	399,700
Green Space Historic Millwork District	394,760
Granger Creek Lift Station	360,081
Central Ave Housing Incentives	360,000
CDBG - Purchase, Rehab, Resale	350,510
Facility Management Plan Update	350,079
Federal Building Drainage Improvements	342,371
Ice Harbor Gates Fender Replacement	331,507
Water main replacement-Sewer Consent Decree	330,000
Downtown Housing Creation	330,000
Ice Center Generator	326,097
Grand River Center Public Restroom Remodel	320,345
Street Camera Installation	312,649
JACKSON PARK AMENITIES	311,639
WTP Roof Repair	309,190
RRP Reserves	309,099

OPERATING BUDGET CARRYOVER AMENDMENT

The most significant operating budget carryovers into Fiscal Year 2026 include such items as:

Activity	Carryover Amount
Project Engineering - Technology Equipment	487,160
Conference Center Administration - Building Maintenance	304,197
Civic Center Administration - Technology Equipment	288,630
Civic Center Administration - Payments to Other Agencies	280,980
Snow and Ice Control - Salt	260,875
Civic Center Administration - Other Equipment	257,378
Conference Center Administration - Other Equipment	239,235
Project Engineering - Traffic Security Cameras	231,238
Conference Center Administration - Other Capital Equipment	192,768
Accounting - Other Professional Service	161,000
Snow and Ice Control - Equipment Maint/Repair	131,931
Civic Center Administration - Technology Equipment	129,753
Parking Ramps - Technology Equipment	126,263
DMASWA Non-Reported - Other Capital Equipment	120,000
Parks Forestry - Vehicles	109,775
Public Works Street Cleaning - Mowing Equipment	107,000
Parks Forestry - Tree Maintenance	88,794
DMASWA Non-Reported - Vehicles	85,000
Conference Center Administration - Payments to Other Agencies	77,035
Human Resources Administration - Technology Services	75,750
Street Maintenance - Heavy Equipment	75,000
Civic Center Administration - Other Capital Equipment	71,673
Planning Development Services - Other Professional Service	69,392
Park Areas and Maintenance - Other Contractual Service	68,989
SMART Grant - Conn Vehicles ECIA	68,410
Bus Operations - Vehicle Repair - Outsourced	63,632
Park Areas and Maintenance - Payments to Other Agencies	61,498
Parking Maintenance - Vehicles	60,452
CDBG Recreation - Payments to Other Agencies	57,120
Conference Center Administration - Equipment Maint/Repair	56,729
Park Areas and Maintenance - Building Maintenance	51,156

FIRST AMENDMENT TO THE FISCAL YEAR 2026 CERTIFIED BUDGET

There have been numerous actions by City Council and changes requiring amendments for the Fiscal Year 2026 budget.

CAPITAL BUDGET AMENDMENT

The capital budget amendment totals an increase of \$6,978,396, with an increase in associated revenue of \$9,669,498. The capital amendment includes increases for new revenue, which include WRRRC Incident Insurance Settlement (\$4,000,000), Fire Engine Replacement Bond Proceeds (\$1,457,280), Housing Trust Fund State Grants (\$792,954),

Lead and Healthy Homes Grant (\$216,880), Older Adults Home Modification Grant (\$295,200), Healthy Homes Production Grant (\$375,417), Re-imagine Comiskey State Grant (\$1,980,699), Areas of Persistent Poverty Federal Grant (\$225,000), Fiber Partnerships County Contributions (\$150,000), Bee Branch Trail Connect State Grant (\$214,588), Harbor Area Maintenance IDNR and Private Contributions (\$270,100), and Community Catalyst Building Remediation State Grant (\$40,000). The capital amendment reduces projects for pre-spending Fiscal Year 2026 funds: Sanitary Lining Program (- \$100,000), Old Mill Road Lift Station (-\$6,301,053), Bee Branch Pump & Gate Replacement (-\$4,167,345). The amendment adds additional funding to Five Flags Building Improvements (\$556,656), increases the Wells/Well Field Rehab budget (\$181,898), adds funding for a second generator at the Ice Center (\$225,000), and increases the Private Lead Line Replacement Program budget (\$262,077).

This capital budget amendment adds City Council priority projects: Eagle Point Park Shiras Pavilion Renovation \$40,000 (in addition to existing funding of \$57,000), Resurface Tennis Courts \$606,000 (Eagle Point Park, Flora Park, Murphy Park), Madison Park \$108,200, Murphy Park \$96,571, Gay Park \$176,794, Jefferson Park \$230,000, Eagle Point Park Veranda Room Roof Replacement \$51,000, Eagle Point Park Historic Structures \$40,000, Eagle Point Park Terrace Room Roof Replacement \$40,000, Eagle Point Park Tree Trimming and Bluff Clearing \$150,000, and Public Works Building Improvements and Paver Replacement \$1,532,230.

OPERATING BUDGET AMENDMENT

The operating budget amendments total an increase of \$3,937,661, with a decrease in associated revenue of \$220,379. The operating amendment expense includes new grants of \$155,978 for Older Adults Home Modification, Health Track 3 Maintenance & Advancement \$23,500, and HRDP Grant for Black Heritage Survey \$15,000. Increase in Parks Pay to Other Agency for Linwood Cemetery \$110,000. \$2,600,000 is included for Airport Minimum Revenue Guarantee. Adds \$281,100 in technology services for Housing Inspection and Construction Services for a one year extension of Accela permitting software and addition of the maintenance contract for the new permitting software.

The action step is for City Council to adopt the attached resolution setting the public hearing for the FY 2026 first budget amendment.

Attachments
JML

RESOLUTION NO. -25

**SETTING THE DATE FOR THE PUBLIC HEARING ON AMENDMENT NO. 1
TO THE FISCAL YEAR 2026 BUDGET FOR THE CITY OF DUBUQUE**

Whereas, Iowa Code Section 384.16 provides that the City Council shall set a time and place for a public hearing on amendments to the budget and publish notice before the hearing as provided in Iowa Code Section 362.3.

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

Section 1. That the City Council shall conduct a public hearing on proposed Amendment No. 1 to the Fiscal Year 2026 budget for the City of Dubuque at the City Council Chambers at the Historic Federal Building, 350 West 6th Street, Dubuque, Iowa, on Monday, October 20, 2025, beginning at 6:30 p.m.

Section 2. That the City Clerk be and is hereby authorized and directed to publish notice of the public hearing, according to law, together with the required budget information.

Passed, approved, and adopted this 6th day of October 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET				
City of DUBUQUE				
Fiscal Year July 1, 2025 - June 30, 2026				
The City of DUBUQUE will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2026				
Meeting Date/Time: 10/20/2025 06:30 PM		Contact: Jennifer Larson		Phone: (563) 589-4398
Meeting Location: 350 West 6th St, Dubuque, IA				
There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals .				
REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	29,172,794	0	29,172,794
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	29,172,794	0	29,172,794
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	0	0	0
Other City Taxes	6	24,685,619	0	24,685,619
Licenses & Permits	7	4,477,648	0	4,477,648
Use of Money & Property	8	22,190,268	45,440,785	67,631,053
Intergovernmental	9	58,245,768	0	58,245,768
Charges for Service	10	52,698,361	-75,000	52,623,361
Special Assessments	11	117,657	0	117,657
Miscellaneous	12	15,227,555	6,138,146	21,365,701
Other Financing Sources	13	29,356,784	46,340,214	75,696,998
Transfers In	14	45,969,433	9,999,509	55,968,942
Total Revenues & Other Sources	15	282,141,887	107,843,654	389,985,541
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	40,879,248	1,172,163	42,051,411
Public Works	17	17,726,454	4,622,570	22,349,024
Health and Social Services	18	1,107,942	99,948	1,207,890
Culture and Recreation	19	17,924,093	1,757,426	19,681,519
Community and Economic Development	20	22,517,323	6,292,714	28,810,037
General Government	21	16,444,880	2,170,542	18,615,422
Debt Service	22	12,424,200	0	12,424,200
Capital Projects	23	48,304,740	101,039,616	149,344,356
Total Government Activities Expenditures	24	177,328,880	117,154,979	294,483,859
Business Type/Enterprise	25	98,856,209	72,364,236	171,220,445
Total Gov Activities & Business Expenditures	26	276,185,089	189,519,215	465,704,304
Transfers Out	27	45,969,433	9,999,509	55,968,942
Total Expenditures/Transfers Out	28	322,154,522	199,518,724	521,673,246
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-40,012,635	-91,675,070	-131,687,705
Beginning Fund Balance July 1, 2025	30	107,815,546	86,248,805	194,064,351
Ending Fund Balance June 30, 2026	31	67,802,911	-5,426,265	62,376,646
Explanation of Changes: This amendment adds capital budget carryovers of \$99,461,931 & associated revenue of \$84,855,153 & encumbrance carryovers of \$74,048,640 (continuing appropriation authority). Adds operating budget carryovers of \$5,092,687 & associated revenue of \$3,539,873, requiring a formal amendment. Also included is \$6,978,396 increase in capital expense. Capital revenue increase of \$9,669,498. Operating expense increase of \$3,937,661 and operating revenue decrease of \$220,379. Interfund transfers of \$9,999,509.				

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund GL	Explanation
GENERAL FUND							
Police	76	02	Public Safety Software - County Contributions	-	469,141	100 100-11-0000-76-750-1170-05-02-44650	C/O
Police	76	02	Public Safety Software - Technology Equipment	129,333	-	100 100-11-0000-76-750-1170-00-02-65045	C/O
Police	10	01	Police Patrol - Safety Equipment	25,379	-	100 100-11-0000-10-110-1109-00-01-65054	C/O
Police	10	01	Alcohol Tobacco Compliance - Reimbursements	-	10,610	100 100-11-0000-10-110-1114-03-01-47100	Shift from Crim Invst.
Police	10	01	Criminal Investigation - Reimbursements	-	(10,610)	100 100-11-0000-10-110-1106-03-01-47100	Shift to Alc Tob Comp
Police	10	01	DARE - County Contributions	-	(41,425)	100 100-11-0000-10-110-1102-04-01-44650	Shift to Emer Comm
Police	10	01	Administration - Other Professional Service	100,000	-	100 100-11-0000-10-110-1101-00-01-64900	Adjust to Actual
Emergency Communications	10	01	Emergency Communications - Meetings & Conferences	(1,525)	-	100 100-12-0000-10-130-1201-00-01-62400	Adjust to Actual
Emergency Communications	10	01	Emergency Communications - County Contributions	-	41,425	100 100-12-0000-10-130-1201-04-01-44650	Shift from Police
Emergency Communications	10	01	Emergency Communications - Technology Equipment	(400)	-	100 100-12-0000-10-130-1201-00-01-65045	Shift to 7769900002
Fire	76	02	Fire st 5 waterproof/driveway - Buildings	25,696	-	102 102-13-0000-76-750-1370-00-02-67500	C/O
Fire	76	02	Station 4 Improvements - Buildings	4,604	-	101 101-13-0000-76-750-1370-00-02-67500	C/O
Fire	76	02	Station 5 Struct Beam - Engineering - Internal	13,993	-	102 102-13-0000-76-750-1370-00-02-64075	C/O
Fire	10	01	Administration - Meetings & Conferences	(900)	-	100 100-13-0000-10-150-1301-00-01-62400	Adjust to Actual
Fire	10	01	Administration - Technology Equipment	(2,800)	-	100 100-13-0000-10-150-1301-00-01-65045	Shift to 7769900002
Office of Human Rights	30	01	Off of Equity and Human Rights - Meetings & Conferences	(585)	-	100 100-16-0000-30-399-1601-00-01-62400	Adjust to Actual
Office of Human Rights	30	01	Off of Equity and Human Rights - Technology Equipment	(800)	-	100 100-16-0000-30-399-1601-00-01-65045	Shift to 7769900002
Health	30	01	Track 3 Maintenance & Advancement B - Federal Grants	-	5,000	100 100-17-0000-30-340-1703-03-01-44000	New Grant
Health	30	01	Track 3 Maintenance & Advancement B - Federal Grants	-	15,000	100 100-17-0000-30-340-1703-03-01-44000	New Grant
Health	30	01	Track 3 Maintenance & Advancement B - Federal Grants	-	3,500	100 100-17-0000-30-340-1703-03-01-44000	New Grant
Health	30	01	Track 3 Maintenance & Advancement B - Education Reimbursement	3,500	-	100 100-17-0000-30-340-1703-00-01-62500	New Grant
Health	30	01	Inspections - Food - Meetings & Conferences	(915)	-	100 100-17-0000-30-340-1703-00-01-62400	Adjust to Actual
Health	30	01	Inspections - Food - Reimbursements	-	2,285	100 100-17-0000-30-340-1703-03-01-47100	C/O
Health	30	01	Inspections - Food - Education Reimbursement	935	-	100 100-17-0000-30-340-1703-00-01-62500	C/O
Health	30	01	Grants - State Grants	-	2,500	100 100-17-0000-30-340-1750-04-01-44400	C/O
Health	30	01	Animal Control - Technology Equipment	(800)	-	100 100-17-0000-30-399-1702-00-01-65045	Shift to 7769900002
Health	30	01	Inspections - Food - Technology Equipment	(1,200)	-	100 100-17-0000-30-399-1703-00-01-65045	Shift to 7769900002
Health	30	01	Administration - Technology Equipment	(800)	-	100 100-17-0000-30-399-1701-00-01-65045	Shift to 7769900002
Ice Center	40	01	Ice Center Admin - Technology Equipment	1,863	-	100 100-28-0000-40-460-2801-00-01-65045	Adjust to Actual
Ice Center	40	01	Ice Center Admin - Technology Equipment	11,000	-	100 100-28-0000-40-460-2801-00-01-65045	C/O
Ice Center	40	01	Ice Center Admin - Other Equipment	5,100	-	100 100-28-0000-40-460-2801-00-01-65050	C/O
Multicultural Family Center	40	01	Administration - Payments to Other Agencies	20,294	-	100 100-29-0000-40-460-2901-00-01-64130	C/O
Multicultural Family Center	40	01	Administration - Technology Equipment	(1,600)	-	100 100-29-0000-40-460-2901-00-01-65045	Shift to 7769900002
Parks Division	76	02	Street Tree Program - Other Contractual Service	2,500	-	102 102-30-0000-76-750-3070-00-02-64990	C/O
Parks Division	76	02	Eagle Point Park Stone Work - Other Capital Outlay	99,606	-	102 102-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	02	Flora Park Asphalt Paving - Services Other Depts	1,554	-	100 100-30-0000-76-750-3070-00-02-64005	C/O
Parks Division	76	02	Flora Park Asphalt Paving - Engineering - Internal	5,000	-	100 100-30-0000-76-750-3070-00-02-64075	C/O
Parks Division	76	02	Flora Park Asphalt Paving - Other Capital Outlay	16,167	-	100 100-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	02	Cameras/Code Blue Phones - Other Contractual Service	5,266	-	102 102-30-0000-76-750-3070-00-02-64990	C/O
Parks Division	76	02	Cameras/Code Blue Phones - Other Capital Equipment	25,000	-	102 102-30-0000-76-750-3070-00-02-67270	C/O
Parks Division	76	02	Ham House Roof Replacement - Engineering - Outsourced	14,500	-	102 102-30-0000-76-750-3070-00-02-64070	C/O
Parks Division	76	02	Ham House Roof Replacement - Buildings	93,704	-	102 102-30-0000-76-750-3070-00-02-67500	C/O
Parks Division	76	02	Resurface Tennis Courts - Other Professional Service	84,000	-	100 100-30-0000-76-750-3070-00-02-64900	Adjust to Actual
Parks Division	76	02	PICKLEBALL - Other Capital Outlay	22,910	-	100 100-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	02	MURPHY PARK ENTRANCE - Other Contractual Service	15,000	-	100 100-30-0000-76-750-3070-00-02-64990	C/O
Parks Division	76	02	Four Mounds Land Acquisition - State Grants	-	200,000	100 100-30-0000-76-750-3070-00-02-44400	C/O
Parks Division	76	02	Four Mounds Land Acquisition - Land	554,000	-	100 100-30-0000-76-750-3070-00-02-67300	C/O
Parks Division	76	02	Four Mounds Land Acquisition - Land	10,000	-	102 102-30-0000-76-750-3070-00-02-67300	C/O
Parks Division	76	02	Murphy Play Equipment - Engineering - Outsourced	15,064	-	102 102-30-0000-76-750-3070-00-02-64070	Adjust to Actual
Parks Division	76	02	Murphy Play Equipment - Other Capital Equipment	71,507	-	102 102-30-0000-76-750-3070-00-02-67270	Adjust to Actual
Parks Division	76	02	Murphy Play Equipment - Salaries-Regular Full Time	10,000	-	102 102-30-0000-76-750-3070-00-02-60100	Adjust to Actual
Parks Division	76	02	Murphy Play Equipment - Engineering - Outsourced	8,936	-	102 102-30-0000-76-750-3070-00-02-64070	C/O
Parks Division	76	02	Murphy Play Equipment - Other Capital Equipment	52,125	-	102 102-30-0000-76-750-3070-00-02-67270	C/O
Parks Division	76	02	EPP Replace Walkway - Other Capital Outlay	84,666	-	102 102-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	02	EPP Log Cabin Improvements - Engineering - Internal	8,000	-	102 102-30-0000-76-750-3070-00-02-64075	C/O
Parks Division	76	02	EPP Log Cabin Improvements - Buildings	63,000	-	102 102-30-0000-76-750-3070-00-02-67500	C/O
Parks Division	76	02	EPP- Riverfront Pavilion - Engineering - Internal	5,000	-	102 102-30-0000-76-750-3070-00-02-64075	C/O
Parks Division	76	02	ITC Grant Tree/Park Devel - Other Capital Equipment	21,515	-	100 100-30-0000-76-750-3070-00-02-67270	C/O
Parks Division	76	02	Ham House Exterior/Landsc - Payments to Other Agencies	90,834	-	102 102-30-0000-76-750-3070-00-02-64130	C/O
Parks Division	76	02	EB Lyons Slope Stabilize - Other Professional Service	4,500	-	102 102-30-0000-76-750-3070-00-02-64900	C/O
Parks Division	76	02	EB Lyons Slope Stabilize - Other Capital Outlay	34,710	-	102 102-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	02	Jefferson Park Play Equipment - Engineering - Outsourced	24,000	-	100 100-30-0000-76-750-3070-00-02-64070	Adjust to Actual

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund GL	Explanation
Parks Division	76	02	Jefferson Park Play Equipment - Other Capital Equipment	196,000	-	100 100-30-0000-76-750-3070-00-02-67270	Adjust to Actual
Parks Division	76	02	Jefferson Park Play Equipment - Salaries-Regular Full Time	10,000	-	100 100-30-0000-76-750-3070-00-02-60100	Adjust to Actual
Parks Division	76	02	EPP Historic Structures Report - Other Contractual Service	40,000	-	100 100-30-0000-76-750-3070-00-02-64990	Adjust to Actual
Parks Division	76	02	Veranda Room Roof Replacement - Engineering - Internal	8,000	-	100 100-30-0000-76-750-3070-00-02-64075	Adjust to Actual
Parks Division	76	02	Veranda Room Roof Replacement - Buildings	43,000	-	100 100-30-0000-76-750-3070-00-02-67500	Adjust to Actual
Parks Division	76	02	Terrace Room Roof Replacement - Buildings	40,000	-	100 100-30-0000-76-750-3070-00-02-67500	Adjust to Actual
Parks Division	76	02	EPP Tree Trimming and Bluff Clearin - Other Contractual Service	150,000	-	100 100-30-0000-76-750-3070-00-02-64990	Adjust to Actual
Parks Division	76	02	Ash Tree remove/Tree replcmnt - Other Capital Outlay	11,887	-	102 102-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	02	Re-imagine Comiskey - Other Capital Outlay	45,454	-	100 100-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	02	Re-imagine Comiskey - Other Capital Equipment	102,351	-	102 102-30-0000-76-750-3070-00-02-67270	C/O
Parks Division	76	02	Re-imagine Comiskey - Buildings	12,101	-	102 102-30-0000-76-750-3070-00-02-67500	C/O
Parks Division	76	02	HAM HOUSE - PAINT - Buildings	40,000	-	102 102-30-0000-76-750-3070-00-02-67500	C/O
Parks Division	76	02	Branching Out Dubuque Grant - Federal Grants	-	1,395,196	100 100-30-0000-76-750-3070-00-02-44000	C/O
Parks Division	76	02	Branching Out Dubuque Grant - Salaries-Regular Full Time	241,344	-	100 100-30-0000-76-750-3070-00-02-60100	C/O
Parks Division	76	02	Branching Out Dubuque Grant - FICA - City Contribution	17,527	-	100 100-30-0000-76-750-3070-00-02-61100	C/O
Parks Division	76	02	Branching Out Dubuque Grant - IPERS - City Contribution	21,407	-	100 100-30-0000-76-750-3070-00-02-61300	C/O
Parks Division	76	02	Branching Out Dubuque Grant - Life Insurance	164	-	100 100-30-0000-76-750-3070-00-02-61540	C/O
Parks Division	76	02	Branching Out Dubuque Grant - Other Benefits & Costs	79,271	-	100 100-30-0000-76-750-3070-00-02-61990	C/O
Parks Division	76	02	Branching Out Dubuque Grant - Tree Maintenance	732,248	-	100 100-30-0000-76-750-3070-00-02-63230	C/O
Parks Division	76	02	Branching Out Dubuque Grant - Advertising	1,978	-	100 100-30-0000-76-750-3070-00-02-64020	C/O
Parks Division	76	02	Branching Out Dubuque Grant - Printing	41,417	-	100 100-30-0000-76-750-3070-00-02-64140	C/O
Parks Division	76	02	Branching Out Dubuque Grant - Rental - Equipment	44,550	-	100 100-30-0000-76-750-3070-00-02-64150	C/O
Parks Division	76	02	Branching Out Dubuque Grant - Health Insurance	50,218	-	100 100-30-0000-76-750-3070-00-02-61510	C/O
Parks Division	76	02	Branching Out Dubuque Grant - Other Professional Service	15,000	-	100 100-30-0000-76-750-3070-00-02-64900	C/O
Parks Division	76	02	Branching Out Dubuque Grant - Other Contractual Service	12,825	-	100 100-30-0000-76-750-3070-00-02-64990	C/O
Parks Division	76	02	Branching Out Dubuque Grant - Small Tools & Equipment	28,878	-	100 100-30-0000-76-750-3070-00-02-65040	C/O
Parks Division	76	02	Branching Out Dubuque Grant - Other Supplies	91,516	-	100 100-30-0000-76-750-3070-00-02-65990	C/O
Parks Division	40	01	Park Areas and Maintenance - Salaries-Regular Full Time	58,645	-	100 100-30-0000-40-430-3004-00-01-60100	Adjust to Actual
Parks Division	40	01	Park Areas and Maintenance - FICA - City Contribution	4,486	-	100 100-30-0000-40-430-3004-00-01-61100	Adjust to Actual
Parks Division	40	01	Park Areas and Maintenance - IPERS - City Contribution	5,536	-	100 100-30-0000-40-430-3004-00-01-61300	Adjust to Actual
Parks Division	40	01	Park Areas and Maintenance - Health Insurance	13,423	-	100 100-30-0000-40-430-3004-00-01-61510	Adjust to Actual
Parks Division	40	01	Park Areas and Maintenance - Life Insurance	46	-	100 100-30-0000-40-430-3004-00-01-61540	Adjust to Actual
Parks Division	40	01	Park Areas and Maintenance - Hourly Wages - Temp/Seasonal	(33,602)	-	100 100-30-0000-40-430-3004-00-01-60300	Adjust to Actual
Parks Division	40	01	Park Areas and Maintenance - FICA - City Contribution	(2,571)	-	100 100-30-0000-40-430-3004-00-01-61100	Adjust to Actual
Parks Division	40	01	Park Areas and Maintenance - IPERS - City Contribution	(3,172)	-	100 100-30-0000-40-430-3004-00-01-61300	Adjust to Actual
Parks Division	40	01	Linwood Cemetary - Payments to Other Agencies	110,000	-	100 100-30-0000-40-430-3012-00-01-64130	Adjust to Actual
Parks Division	40	01	Forestry - Tree Maintenance	88,794	-	100 100-30-0000-40-430-3002-00-01-63230	C/O
Parks Division	40	01	Forestry - Vehicles	109,775	-	100 100-30-0000-40-430-3002-00-01-67100	C/O
Parks Division	40	01	Park Areas and Maintenance - Building Maintenance	51,156	-	100 100-30-0000-40-430-3004-00-01-63100	C/O
Parks Division	40	01	Park Areas and Maintenance - Payments to Other Agencies	61,498	-	100 100-30-0000-40-430-3004-00-01-64130	C/O
Parks Division	40	01	Park Areas and Maintenance - Other Contractual Service	68,989	-	100 100-30-0000-40-430-3004-00-01-64990	C/O
Parks Division	40	01	Park Areas and Maintenance - Other Equipment	27,000	-	100 100-30-0000-40-430-3004-00-01-65050	C/O
Parks Division	40	01	Administration - Technology Equipment	(1,200)	-	100 100-30-0000-40-430-3001-00-01-65045	Shift to 7769900002
Parks Division	40	01	Forestry - Technology Equipment	(400)	-	100 100-30-0000-40-430-3002-00-01-65045	Shift to 7769900002
Parks Division	40	01	Parks Patrol - Technology Equipment	(800)	-	100 100-30-0000-40-430-3003-00-01-65045	Shift to 7769900002
Parks Division	40	01	Park Areas and Maintenance - Technology Equipment	(1,600)	-	100 100-30-0000-40-430-3004-00-01-65045	Shift to 7769900002
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Federal Grants	-	362,250	100 100-31-0000-40-440-3150-04-01-44000	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Contrib - Private Sources	-	175,299	100 100-31-0000-40-440-3150-04-01-47050	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Association Dues	9,257	-	100 100-31-0000-40-440-3150-00-01-62100	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Training	800	-	100 100-31-0000-40-440-3150-00-01-62300	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Mileage	1,528	-	100 100-31-0000-40-440-3150-00-01-62325	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Meetings & Conferences	3,524	-	100 100-31-0000-40-440-3150-00-01-62400	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Education Reimbursement	1,700	-	100 100-31-0000-40-440-3150-00-01-62500	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Education Reimbursement	(511)	-	100 100-31-0000-40-440-3150-00-01-62500	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Payments to Other Agencies	18,102	-	100 100-31-0000-40-440-3150-00-01-64130	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Technology Services	10,254	-	100 100-31-0000-40-440-3150-00-01-64190	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Background Check	1,360	-	100 100-31-0000-40-440-3150-00-01-64890	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Other Contractual Service	500	-	100 100-31-0000-40-440-3150-00-01-64990	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Uniform Purchase	1,020	-	100 100-31-0000-40-440-3150-00-01-65925	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Uniform Purchase	511	-	100 100-31-0000-40-440-3150-00-01-65925	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Salaries-Regular Full Time	92,689	-	100 100-31-0000-40-440-3150-00-01-60100	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - FICA - City Contribution	32,020	-	100 100-31-0000-40-440-3150-00-01-61100	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Health Insurance	29,426	-	100 100-31-0000-40-440-3150-00-01-61510	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Life Insurance	61	-	100 100-31-0000-40-440-3150-00-01-61540	Shift from Comm Imp Grant

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund GL	Explanation
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Workers' Compensation	8,481	-	100 100-31-0000-40-440-3150-00-01-61600	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Workers' Compensation	957	-	100 100-31-0000-40-440-3150-00-01-61600	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Hourly Wages - Temp/Seasonal	325,870	-	100 100-31-0000-40-440-3150-00-01-60300	Shift from Comm Imp Grant
Community Impact	40	01	Community Impact Admin - Meetings & Conferences	(305)	-	100 100-31-0000-40-440-3101-00-01-62400	Adjust to Actual
Community Impact	40	01	Community Impact Admin - Meetings & Conferences	(305)	-	100 100-31-0000-40-440-3101-00-01-62400	Adjust to Actual
Community Impact	40	01	Community Impact Admin - Meetings & Conferences	(305)	-	100 100-31-0000-40-440-3101-00-01-62400	Adjust to Actual
Community Impact	40	01	Community Impact Admin - Meetings & Conferences	(305)	-	100 100-31-0000-40-440-3101-00-01-62400	Adjust to Actual
Community Impact	40	01	Community Impact Admin - Meetings & Conferences	(305)	-	100 100-31-0000-40-440-3101-00-01-62400	Adjust to Actual
Community Impact	40	01	Grants - Salaries-Regular Full Time	(92,689)	-	100 100-31-0000-40-440-3150-00-01-60100	Shift to 3149900010
Community Impact	40	01	Grants - Hourly Wages - Temp/Seasonal	(325,870)	-	100 100-31-0000-40-440-3150-00-01-60300	Shift to 3149900010
Community Impact	40	01	Grants - FICA - City Contribution	(32,020)	-	100 100-31-0000-40-440-3150-00-01-61100	Shift to 3149900010
Community Impact	40	01	Grants - Health Insurance	(29,426)	-	100 100-31-0000-40-440-3150-00-01-61510	Shift to 3149900010
Community Impact	40	01	Grants - Life Insurance	(61)	-	100 100-31-0000-40-440-3150-00-01-61540	Shift to 3149900010
Community Impact	40	01	Grants - Workers' Compensation	(8,481)	-	100 100-31-0000-40-440-3150-00-01-61600	Shift to 3149900010
Community Impact	40	01	Grants - Association Dues	(9,257)	-	100 100-31-0000-40-440-3150-00-01-62100	Shift to 3149900010
Community Impact	40	01	Grants - Training	(800)	-	100 100-31-0000-40-440-3150-00-01-62300	Shift to 3149900010
Community Impact	40	01	Grants - Mileage	(1,528)	-	100 100-31-0000-40-440-3150-00-01-62325	Shift to 3149900010
Community Impact	40	01	Grants - Meetings & Conferences	(3,524)	-	100 100-31-0000-40-440-3150-00-01-62400	Shift to 3149900010
Community Impact	40	01	Grants - Education Reimbursement	(1,700)	-	100 100-31-0000-40-440-3150-00-01-62500	Shift to 3149900010
Community Impact	40	01	Grants - Payments to Other Agencies	(18,102)	-	100 100-31-0000-40-440-3150-00-01-64130	Shift to 3149900010
Community Impact	40	01	Grants - Technology Services	(10,254)	-	100 100-31-0000-40-440-3150-00-01-64190	Shift to 3149900010
Community Impact	40	01	Grants - Background Check	(1,360)	-	100 100-31-0000-40-440-3150-00-01-64890	Shift to 3149900010
Community Impact	40	01	Grants - Other Contractual Service	(500)	-	100 100-31-0000-40-440-3150-00-01-64990	Shift to 3149900010
Community Impact	40	01	Grants - Uniform Purchase	(1,020)	-	100 100-31-0000-40-440-3150-00-01-65925	Shift to 3149900010
Community Impact	40	01	Grants - Federal Grants	-	(362,250)	100 100-31-0000-40-440-3150-04-01-44000	Shift to 3149900010
Community Impact	40	01	Grants - Contrib - Private Sources	-	(175,299)	100 100-31-0000-40-440-3150-04-01-47050	Shift to 3149900010
Civic Center	76	02	Theater-Fire Escape - Services Other Depts	7,200	-	102 102-32-0000-76-750-3270-00-02-64005	C/O
Civic Center	76	02	Theater-Fire Escape - Buildings	120,000	-	102 102-32-0000-76-750-3270-00-02-67500	C/O
Civic Center	76	02	FF IMPROV - SMG CONTRIB - Other Professional Service	8,733	-	100 100-32-0000-76-750-3270-00-02-64900	C/O
Civic Center	76	02	FF IMPROV - SMG CONTRIB - Other Professional Service	(8,733)	-	100 100-32-0000-76-750-3270-00-02-64900	Shift to 3249900018
Civic Center	76	02	PIPE DRAPE BARRICADES - Other Capital Equipment	11,851	-	100 100-32-0000-76-750-3270-00-02-67270	C/O
Civic Center	76	02	BIJOU ROOM HALL TILE REPL - Buildings	7,200	-	100 100-32-0000-76-750-3270-00-02-67500	C/O
Civic Center	76	02	Theater Carpet - Buildings	70,000	-	102 102-32-0000-76-750-3270-00-02-67500	C/O
Civic Center	76	02	CSL Int Five Flags Management Advis - Other Professional Service	8,733	-	100 100-32-0000-76-750-3270-00-02-64900	Shift from 3249900005
Civic Center	40	01	Administration - Payments to Other Agencies	254,500	-	100 100-32-0000-40-499-3201-00-01-64130	C/O
Civic Center	40	01	Administration - Payments to Other Agencies	26,480	-	100 100-32-0000-40-499-3201-00-01-64130	C/O
Civic Center	40	01	Administration - Technology Equipment	129,753	-	100 100-32-0000-40-499-3201-00-01-65045	C/O
Civic Center	40	01	Administration - Other Equipment	257,378	-	100 100-32-0000-40-499-3201-00-01-65050	C/O
Civic Center	40	01	Administration - Safety Equipment	17,856	-	100 100-32-0000-40-499-3201-00-01-65054	C/O
Civic Center	40	01	Administration - Signage	2,700	-	100 100-32-0000-40-499-3201-00-01-65110	C/O
Civic Center	40	01	Administration - Furniture/Fixtures	30,000	-	100 100-32-0000-40-499-3201-00-01-67210	C/O
Civic Center	40	01	Administration - Other Capital Equipment	71,673	-	100 100-32-0000-40-499-3201-00-01-67270	C/O
Conference Center	76	02	Table/Chair/Podium Replace - Furniture/Fixtures	3,540	-	100 100-33-0000-76-750-3370-00-02-67210	C/O
Conference Center	76	02	Table/Chair/Podium Replace - Furniture/Fixtures	7,470	-	102 102-33-0000-76-750-3370-00-02-67210	C/O
Conference Center	76	02	AUDIO-VIS & SOUND EQUIP - Technology Equipment	111,000	-	100 100-33-0000-76-750-3370-00-02-65045	C/O
Conference Center	76	02	GRC REPLACE PATIO CAULK - Other Capital Outlay	31,019	-	100 100-33-0000-76-750-3370-00-02-67990	C/O
Conference Center	76	02	GRC LANDSCAPE IMPROVEMENT - Other Capital Outlay	8,889	-	100 100-33-0000-76-750-3370-00-02-67990	C/O
Conference Center	76	02	GRC PAINT - Other Capital Outlay	45,908	-	100 100-33-0000-76-750-3370-00-02-67990	C/O
Conference Center	60	01	Administration - Building Maintenance	137,352	-	100 100-33-0000-60-499-3301-00-01-63100	C/O
Conference Center	60	01	Administration - Building Maintenance	166,845	-	100 100-33-0000-60-499-3301-00-01-63100	C/O
Conference Center	60	01	Administration - Equipment Maint/Repair	56,729	-	100 100-33-0000-60-499-3301-00-01-63400	C/O
Conference Center	60	01	Administration - Payments to Other Agencies	77,035	-	100 100-33-0000-60-499-3301-00-01-64130	C/O
Conference Center	60	01	Administration - Technology Equipment	288,630	-	100 100-33-0000-60-499-3301-00-01-65045	C/O
Conference Center	60	01	Administration - Other Equipment	239,235	-	100 100-33-0000-60-499-3301-00-01-65050	C/O
Conference Center	60	01	Administration - Other Capital Equipment	192,768	-	100 100-33-0000-60-499-3301-00-01-67270	C/O
Recreation Division	40	01	Administration - Education Reimbursement	(305)	-	100 100-34-0000-40-440-3401-00-01-62500	Adjust to Actual
Recreation Division	40	01	Administration - Education Reimbursement	(305)	-	100 100-34-0000-40-440-3401-00-01-62500	Adjust to Actual
Recreation Division	40	01	Administration - Payments to Other Agencies	30,000	-	100 100-34-0000-40-440-3401-00-01-64130	C/O
Recreation Division	40	01	Administration - Technology Equipment	(2,800)	-	100 100-34-0000-40-440-3401-00-01-65045	Shift to 7769900002
Library	76	02	Boiler Exhaust Stack Rehabilitation - Consulting Engineers	10,000	-	100 100-36-0000-76-750-3670-00-02-64850	C/O
Library	40	01	Administration - Technology Equipment	(3,300)	-	100 100-36-0000-40-410-3601-00-01-65045	Shift to 7769900002
Airport	20	01	Airport Minimum Revenue Guarantee - Payments to Other Agencies	2,600,000	-	100 100-51-0000-20-280-5101-00-01-64130	Adjust to Actual
Airport	20	01	Administration - Advertising	10,000	-	100 100-51-0000-20-280-5101-00-01-64020	Adjust to Actual
Airport	20	01	Administration - State Grants	-	96,000	100 100-51-0000-20-280-5101-04-01-44400	C/O

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund GL	Explanation
Airport	20	01	Grants - Federal Grants	-	1,500,000	100 100-51-0000-20-280-5150-04-01-44000	C/O
Public Works	20	01	MSC Reception Renovation - Other Contractual Service	2,886	-	100 100-54-0000-20-299-5401-00-01-64990	C/O
Public Works	20	01	Administration - Meetings & Conferences	(390)	-	100 100-54-0000-20-210-5401-00-01-62400	Adjust to Actual
Public Works	20	01	Administration - Technology Equipment	(1,386)	-	100 100-54-0000-20-210-5401-00-01-65045	Shift to 7769900002
Public Works	20	01	Street and Traffic Lighting - Technology Equipment	(1,493)	-	100 100-54-0000-20-230-5404-00-01-65045	Shift to 7769900002
Public Works	20	01	Street and Traffic Lighting - Salaries-Regular Full Time	(201,168)	-	100 100-54-0000-20-230-5404-00-01-60100	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Overtime	(9,491)	-	100 100-54-0000-20-230-5404-00-01-60400	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Overtime - Holiday	(500)	-	100 100-54-0000-20-230-5404-00-01-60410	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Special Pay Sick Lv Payout Ret	(13,732)	-	100 100-54-0000-20-230-5404-00-01-60630	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Spec Pay - Safety Equipment	(365)	-	100 100-54-0000-20-230-5404-00-01-60730	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - FICA - City Contribution	(17,204)	-	100 100-54-0000-20-230-5404-00-01-61100	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - IPERS - City Contribution	(19,933)	-	100 100-54-0000-20-230-5404-00-01-61300	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Health Insurance	(38,658)	-	100 100-54-0000-20-230-5404-00-01-61510	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Life Insurance	(132)	-	100 100-54-0000-20-230-5404-00-01-61540	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Workers' Compensation	(10,075)	-	100 100-54-0000-20-230-5404-00-01-61600	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Physicals	(300)	-	100 100-54-0000-20-230-5404-00-01-61992	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Association Dues	(204)	-	100 100-54-0000-20-230-5404-00-01-62100	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Training	(899)	-	100 100-54-0000-20-230-5404-00-01-62300	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Education Reimbursement	(5,300)	-	100 100-54-0000-20-230-5404-00-01-62500	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Building Maintenance	(586)	-	100 100-54-0000-20-230-5404-00-01-63100	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Vehicle Fuel - Diesel	(679)	-	100 100-54-0000-20-230-5404-00-01-63311	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Vehicle Fuel - Gasoline	(2,884)	-	100 100-54-0000-20-230-5404-00-01-63312	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Vehicle Repair - Internal	(5,608)	-	100 100-54-0000-20-230-5404-00-01-63320	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Vehicle Repair - Outsourced	(5,712)	-	100 100-54-0000-20-230-5404-00-01-63321	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Equipment Maint/Repair	(1,812)	-	100 100-54-0000-20-230-5404-00-01-63400	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Electricity	(2,144)	-	100 100-54-0000-20-230-5404-00-01-63710	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Telecommunications	(1,129)	-	100 100-54-0000-20-230-5404-00-01-63730	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Internal Service Charge	(18,661)	-	100 100-54-0000-20-230-5404-00-01-64004	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Insurance - Liability	(16,320)	-	100 100-54-0000-20-230-5404-00-01-64081	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Rental - Equipment	(3,136)	-	100 100-54-0000-20-230-5404-00-01-64150	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Rental - Land/Bldgs/Parking	(480)	-	100 100-54-0000-20-230-5404-00-01-64160	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Technology Services	(1,271)	-	100 100-54-0000-20-230-5404-00-01-64190	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Equip Maint Cont	440	-	100 100-54-0000-20-230-5404-00-01-64975	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Small Tools & Equipment	(1,000)	-	100 100-54-0000-20-230-5404-00-01-65040	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Technology Equipment	(1,493)	-	100 100-54-0000-20-230-5404-00-01-65045	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Traffic St Light Comp/Equip	(12,000)	-	100 100-54-0000-20-230-5404-00-01-65055	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Office Supplies	(270)	-	100 100-54-0000-20-230-5404-00-01-65060	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Postage/Shipping	(357)	-	100 100-54-0000-20-230-5404-00-01-65080	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Uniform Purchase	(1,432)	-	100 100-54-0000-20-230-5404-00-01-65925	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Street Materials	(6,270)	-	100 100-54-0000-20-230-5404-00-01-65981	Shift to Engineering
Public Works	76	02	Capital Projects - Heavy Equipment	550,000	-	100 100-54-0000-76-750-5470-00-02-67230	Adjust to Actual
Engineering	76	02	Sidewalk Inspection Program - Other Capital Outlay	25,137	-	100 100-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Pavement Rehabilitation - Engineering - Outsourced	11,167	-	102 102-55-0000-76-750-5570-00-02-64070	C/O
Engineering	76	02	Pavement Rehabilitation - Other Capital Outlay	8,052	-	102 102-55-0000-76-750-5570-00-02-67990	C/O
Engineering	20	01	SMART Grant - Conn Vehicles ECIA - Reimbursements	-	69,955	100 100-55-5512-20-210-5502-03-01-47100	C/O
Engineering	20	01	SMART Grant - Conn Vehicles ECIA - Salaries-Regular Full Time	68,410	-	100 100-55-5512-20-210-5502-00-01-60100	C/O
Engineering	76	02	Fiber Partnership Agreements - County Contributions	-	150,000	100 100-55-0000-76-750-5570-05-02-44650	New Grant
Engineering	76	02	Fiber Partnership Agreements - Other Capital Outlay	150,000	-	100 100-55-0000-76-750-5570-00-02-67990	New Grant
Engineering	76	02	SCHMITT ISLAND TRAIL - Federal Grants	-	141,667	102 102-55-0000-76-750-5570-05-02-44000	C/O
Engineering	76	02	ENGINEERING FF&E UPDATE - Engineering - Internal	5,000	-	102 102-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	ENGINEERING FF&E UPDATE - Other Capital Outlay	17,939	-	102 102-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	City Hall Remodeling - Other Capital Outlay	400,000	-	100 100-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	MFC 2nd Floor - Buildings	40,913	-	100 100-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	02	MFC 2nd Floor - Buildings	50,483	-	100 100-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	02	City Hall Annex Remodel - Other Capital Outlay	520,000	-	100 100-55-0000-76-750-5570-00-02-67990	C/O
Engineering	20	01	Administration - Meetings & Conferences	(1,035)	-	100 100-55-0000-20-210-5501-00-01-62400	Adjust to Actual
Engineering	20	01	Project Engineering - Meetings & Conferences	(1,035)	-	100 100-55-5512-20-210-5502-00-01-62400	Adjust to Actual
Engineering	60	01	Facilities Management - Meetings & Conferences	(345)	-	100 100-55-0000-60-650-5505-00-01-62400	Adjust to Actual
Engineering	20	01	Project Engineering - Education Reimbursement	12,000	-	100 100-55-5512-20-210-5502-00-01-62500	C/O
Engineering	20	01	Project Engineering - Vehicle Fuel - Gasoline	10,000	-	100 100-55-5512-20-210-5502-00-01-63312	C/O
Engineering	20	01	Project Engineering - Vehicle Repair - Internal	3,206	-	100 100-55-5512-20-210-5502-00-01-63320	C/O
Engineering	60	01	Facilities Management - Building Maintenance	46,212	-	100 100-55-5514-60-650-5505-00-01-63100	C/O
Engineering	20	01	Project Engineering - Vehicles	12,000	-	100 100-55-5512-20-210-5502-00-01-67100	Shift from Ed Reimb
Engineering	20	01	Project Engineering - Vehicles	10,000	-	100 100-55-5512-20-210-5502-00-01-67100	Shift from Fuel

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund GL	Explanation
Engineering	20	01	Street and Traffic Lighting - Salaries-Regular Full Time	201,168	-	100 100-55-5513-20-240-5517-00-01-60100	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Overtime	9,491	-	100 100-55-5513-20-240-5517-00-01-60400	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Overtime - Holiday	500	-	100 100-55-5513-20-240-5517-00-01-60410	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Special Pay Sick Lv Payout Ret	13,732	-	100 100-55-5513-20-240-5517-00-01-60630	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Spec Pay - Safety Equipment	365	-	100 100-55-5513-20-240-5517-00-01-60730	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - FICA - City Contribution	17,204	-	100 100-55-5513-20-240-5517-00-01-61100	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - IPERS - City Contribution	19,933	-	100 100-55-5513-20-240-5517-00-01-61300	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Health Insurance	38,658	-	100 100-55-5513-20-240-5517-00-01-61510	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Life Insurance	132	-	100 100-55-5513-20-240-5517-00-01-61540	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Workers' Compensation	10,075	-	100 100-55-5513-20-240-5517-00-01-61600	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Physicals	300	-	100 100-55-5513-20-240-5517-00-01-61992	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Association Dues	204	-	100 100-55-5513-20-240-5517-00-01-62100	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Training	899	-	100 100-55-5513-20-240-5517-00-01-62300	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Education Reimbursement	5,300	-	100 100-55-5513-20-240-5517-00-01-62500	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Building Maintenance	586	-	100 100-55-5513-20-240-5517-00-01-63100	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Vehicle Fuel - Diesel	679	-	100 100-55-5513-20-240-5517-00-01-63311	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Vehicle Fuel - Gasoline	2,884	-	100 100-55-5513-20-240-5517-00-01-63312	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Vehicle Repair - Internal	5,608	-	100 100-55-5513-20-240-5517-00-01-63320	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Vehicle Repair - Outsourced	5,712	-	100 100-55-5513-20-240-5517-00-01-63321	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Equipment Maint/Repair	1,812	-	100 100-55-5513-20-240-5517-00-01-63400	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Electricity	2,144	-	100 100-55-5513-20-240-5517-00-01-63710	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Telecommunications	1,129	-	100 100-55-5513-20-240-5517-00-01-63730	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Internal Service Charge	18,661	-	100 100-55-5513-20-240-5517-00-01-64004	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Insurance - Liability	16,320	-	100 100-55-5513-20-240-5517-00-01-64081	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Rental - Equipment	3,136	-	100 100-55-5513-20-240-5517-00-01-64150	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Rental - Land/Bldgs/Parking	480	-	100 100-55-5513-20-240-5517-00-01-64160	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Technology Services	1,271	-	100 100-55-5513-20-240-5517-00-01-64190	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Equip Maint Cont	(440)	-	100 100-55-5513-20-240-5517-00-01-64975	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Small Tools & Equipment	1,000	-	100 100-55-5513-20-240-5517-00-01-65040	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Technology Equipment	1,493	-	100 100-55-5513-20-240-5517-00-01-65045	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Traffic St Light Comp/Equip	12,000	-	100 100-55-5513-20-240-5517-00-01-65055	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Office Supplies	270	-	100 100-55-5513-20-240-5517-00-01-65060	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Postage/Shipping	357	-	100 100-55-5513-20-240-5517-00-01-65080	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Uniform Purchase	1,432	-	100 100-55-5513-20-240-5517-00-01-65925	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Street Materials	6,270	-	100 100-55-5513-20-240-5517-00-01-65981	Shift from Public Works
Engineering	20	01	Project Engineering - Vehicles	3,206	-	100 100-55-5512-20-210-5502-00-01-67100	Shift from Veh Rep
Engineering	20	01	Project Engineering - Education Reimbursement	(12,000)	-	100 100-55-5512-20-210-5502-00-01-62500	Shift to Vehicles
Engineering	20	01	Project Engineering - Vehicle Fuel - Gasoline	(10,000)	-	100 100-55-5512-20-210-5502-00-01-63312	Shift to Vehicles
Engineering	20	01	Project Engineering - Vehicle Repair - Internal	(3,206)	-	100 100-55-5512-20-210-5502-00-01-63320	Shift to Vehicles
Economic Development	76	02	EPA MULTIPURPOSE BRWNFLD - Federal Grants	-	(118,646)	100 100-60-0000-76-750-6070-05-02-44000	Adjust to Actual
Economic Development	76	02	EPA MULTIPURPOSE BRWNFLD - Federal Grants	-	132,919	100 100-60-0000-76-750-6070-05-02-44000	C/O
Economic Development	76	02	EPA MULTIPURPOSE BRWNFLD - Landfill Fees	118,646	-	100 100-60-0000-76-750-6070-00-02-64175	C/O
Economic Development	40	01	Asphalt Art Initiative - Other Professional Service	5,099	-	100 100-60-0000-40-520-6002-00-01-64900	Adjust to Actual
Economic Development	40	01	GARE Arts & Culture Innovation and - Other Professional Service	2,672	-	100 100-60-0000-40-520-6002-00-01-64900	Adjust to Actual
Economic Development	76	02	AIRPORT REVENUE GUARANTEE - Payments to Other Agencies	150,000	-	100 100-60-0000-76-750-6070-00-02-64130	C/O
Economic Development	76	02	Community Catalyst Building Remedia - State Grants	-	40,000	100 100-60-0000-76-750-6070-00-02-44400	New Grant
Economic Development	76	02	Community Catalyst Building Remedia - Grants	40,000	-	100 100-60-0000-76-750-6070-00-02-64135	New Grant
Economic Development	40	01	Arts and Cultural Affairs - Payments to Other Agencies	(10,650)	-	100 100-60-0000-40-520-6002-00-01-64130	Adjust to Actual
Economic Development	40	01	Arts and Cultural Affairs - Meetings & Conferences	(390)	-	100 100-60-0000-40-520-6002-00-01-62400	Adjust to Actual
Economic Development	50	01	Administration - Meetings & Conferences	(435)	-	100 100-60-0000-50-520-6001-00-01-62400	Adjust to Actual
Economic Development	40	01	Arts and Cultural Affairs - Technology Equipment	(400)	-	100 100-60-0000-40-520-6002-00-01-65045	Shift to 7769900002
Housing	76	02	Urban Ag & Innov Prod Grant - Grants	25,091	-	100 100-61-0000-76-750-6170-00-02-64135	Adjust to Actual
Housing	76	01	Urban Ag & Innov Prod Grant - Federal Grants	-	169,361	100 100-61-0000-76-750-6170-00-01-44000	C/O
Housing	76	02	Urban Ag & Innov Prod Grant - Grants	138,175	-	100 100-61-0000-76-750-6170-00-02-64135	C/O
Housing	50	01	HOME Grant - Tenant Based Rental As - Federal Grants	-	9,925	100 100-61-6127-50-530-6150-04-01-44000	C/O
Housing	50	01	HOME Grant - Tenant Based Rental As - Contrib - Private Sources	-	26,650	100 100-61-6127-50-530-6150-04-01-47050	C/O
Housing	50	01	HOME Grant - Tenant Based Rental As - Grants	31,158	-	100 100-61-6127-50-530-6150-00-01-64135	C/O
Housing	50	01	HOME Grant - Tenant Based Rental As - Grants	2,100	-	100 100-61-6127-50-530-6150-00-01-64135	C/O
Housing	10	01	Inspect and Construction Svcs - Building Demolitions	42,500	-	100 100-61-6106-10-170-6103-00-01-64087	Adjust to Actual
Housing	10	01	Inspect and Construction Svcs - Technology Services	97,700	-	100 100-61-6102-10-170-6103-00-01-64190	Adjust to Actual
Housing	10	01	Inspect and Construction Svcs - Technology Services	183,400	-	100 100-61-6102-10-170-6103-00-01-64190	Adjust to Actual
Housing	10	01	Inspect and Construction Svcs - Vehicles	24,471	-	100 100-61-6104-10-170-6103-00-01-67100	C/O
Housing	10	01	Inspect and Construction Svcs - Education Reimbursement	2,500	-	100 100-61-6105-10-170-6103-00-01-62500	C/O
Housing	10	01	Inspect and Construction Svcs - Technology Equipment	400	-	100 100-61-6106-10-170-6103-00-01-65045	C/O

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund GL	Explanation
Housing	10	01	Inspect and Construction Svcs - Technology Equipment	400	-	100 100-61-6105-10-170-6103-00-01-65045	C/O
Housing	50	01	Property Rehab Program - Escrow Payment	2,172	-	100 100-61-0000-50-530-6102-00-01-64132	C/O
Housing	50	01	Inspect and Construction Svcs - Meetings & Conferences	3,500	-	100 100-61-6101-50-530-6103-00-01-62400	C/O
Housing	50	01	Inspect and Construction Svcs - Technology Equipment	1,200	-	100 100-61-6101-50-530-6103-00-01-65045	C/O
Housing	10	01	Inspect and Construction Svcs - Technology Equipment	(800)	-	100 100-61-6103-10-170-6103-00-01-65045	Shift to 7769900002
Housing	10	01	Inspect and Construction Svcs - Technology Equipment	(400)	-	100 100-61-6104-10-170-6103-00-01-65045	Shift to 7769900002
Housing	10	01	Inspect and Construction Svcs - Technology Equipment	(400)	-	100 100-61-6105-10-170-6103-00-01-65045	Shift to 7769900002
Housing	50	01	Inspect and Construction Svcs - Technology Equipment	(800)	-	100 100-61-6101-50-530-6103-00-01-65045	Shift to 7769900002
Planning	50	01	HRDP Grant - Black Heritage Survey - State Grants	-	15,000	100 100-62-0000-50-540-6203-04-01-44400	C/O
Planning	50	01	HRDP Grant - Black Heritage Survey - State Grants	-	15,000	100 100-62-0000-50-540-6203-04-01-44400	New Grant
Planning	50	01	HRDP Grant - Black Heritage Survey - Other Professional Service	11,434	-	100 100-62-0000-50-540-6203-00-01-64900	New Grant
Planning	76	02	Two CLG 20th C Surveys - Federal Grants	-	10,000	102 102-62-0000-76-750-6270-00-02-44000	C/O
Planning	76	02	CLG Voelker Highlands Survey - Federal Grants	-	7,000	102 102-62-0000-76-750-6270-00-02-44000	C/O
Planning	50	01	Development Services - Meetings & Conferences	(915)	-	100 100-62-0000-50-540-6202-00-01-62400	Adjust to Actual
Planning	50	01	Planning/Historic Preservation - Meetings & Conferences	(1,525)	-	100 100-62-0000-50-540-6203-00-01-62400	Adjust to Actual
Planning	50	01	Planning/Historic Preservation - Meetings & Conferences	8,300	-	100 100-62-0000-50-540-6203-00-01-62400	C/O
Planning	50	01	Development Services - Advertising	10,723	-	100 100-62-0000-50-540-6202-00-01-64020	C/O
Planning	50	01	Development Services - Other Professional Service	69,392	-	100 100-62-0000-50-540-6202-00-01-64900	C/O
Human Resources	60	01	Administration - Technology Services	75,750	-	100 100-67-0000-60-699-6701-00-01-64190	C/O
Human Resources	60	01	Administration - Hourly Wages - Temp/Seasonal	21,650	-	100 100-67-0000-60-699-6701-00-01-60300	C/O
Human Resources	60	01	Administration - FICA - City Contribution	1,656	-	100 100-67-0000-60-699-6701-00-01-61100	C/O
Human Resources	60	01	Administration - IPERS - City Contribution	2,044	-	100 100-67-0000-60-699-6701-00-01-61300	C/O
Human Resources	60	01	Administration - Technology Equipment	(1,600)	-	100 100-67-0000-60-699-6701-00-01-65045	Shift to 7769900002
Office of Economic Mobility	50	01	Econ Mobility & Opportunity Grant - Grants	2,045	-	100 100-68-0000-50-510-6801-00-01-64135	C/O
Office of Economic Mobility	50	01	Administration - Meetings & Conferences	(1,220)	-	100 100-68-0000-50-510-6801-00-01-62400	Adjust to Actual
Office of Economic Mobility	50	01	Administration - Technology Equipment	(400)	-	100 100-68-0000-50-510-6801-00-01-65045	Shift to 7769900002
Office of Economic Mobility	50	01	Administration - Salaries-Regular Full Time	(70,721)	-	100 100-68-0000-50-510-6801-00-01-60100	Shift to Info Tech
Office of Economic Mobility	50	01	Administration - Health Insurance	(13,423)	-	100 100-68-0000-50-510-6801-00-01-61510	Shift to Info Tech
Office of Economic Mobility	50	01	Administration - Life Insurance	(46)	-	100 100-68-0000-50-510-6801-00-01-61540	Shift to Info Tech
Office of Economic Mobility	50	01	Administration - IPERS - City Contribution	(6,676)	-	100 100-68-0000-50-510-6801-00-01-61300	Shift to Info Tech
Office of Economic Mobility	50	01	Administration - FICA - City Contribution	(5,410)	-	100 100-68-0000-50-510-6801-00-01-61100	Shift to Info Tech
Office of Economic Mobility	50	01	Administration - Meetings & Conferences	(2,100)	-	100 100-68-0000-50-510-6801-00-01-62400	Shift to Info Tech
Office of Economic Mobility	50	01	Administration - Telecommunications	(600)	-	100 100-68-0000-50-510-6801-00-01-63730	Shift to Info Tech
Office of Economic Mobility	50	01	Administration - Technology Services	(240)	-	100 100-68-0000-50-510-6801-00-01-64190	Shift to Info Tech
Communications Office	60	01	Public Information Office - Advertising	35,000	-	100 100-69-0000-60-699-6901-00-01-64020	Adjust to Actual
Communications Office	60	01	Public Information Office - Printing	8,500	-	100 100-69-0000-60-699-6901-00-01-64140	Adjust to Actual
Communications Office	60	01	Public Information Office - Furniture/Fixtures	3,500	-	100 100-69-0000-60-699-6901-00-01-67210	Adjust to Actual
Communications Office	60	01	Public Information Office - Library Materials	5,800	-	100 100-69-0000-60-699-6901-00-01-65020	Adjust to Actual
Communications Office	60	01	Public Information Office - Hourly Wages - Temp/Seasonal	1,700	-	100 100-69-0000-60-699-6901-00-01-60300	Adjust to Actual
Communications Office	60	01	Geographic Information Systems - Technology Equipment	(400)	-	100 100-69-0000-60-699-6902-00-01-65045	Shift to 7769900002
Communications Office	60	01	Geographic Information Systems - Salaries-Regular Full Time	(187,448)	-	100 100-69-0000-60-699-6902-00-01-60100	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - Hourly Wages - Temp/Seasonal	(9,166)	-	100 100-69-0000-60-699-6902-00-01-60300	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - Overtime	8	-	100 100-69-0000-60-699-6902-00-01-60400	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - FICA - City Contribution	(15,200)	-	100 100-69-0000-60-699-6902-00-01-61100	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - IPERS - City Contribution	(18,572)	-	100 100-69-0000-60-699-6902-00-01-61300	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - Health Insurance	(25,353)	-	100 100-69-0000-60-699-6902-00-01-61510	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - Life Insurance	(101)	-	100 100-69-0000-60-699-6902-00-01-61540	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - Workers' Compensation	(615)	-	100 100-69-0000-60-699-6902-00-01-61600	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - Association Dues	(97)	-	100 100-69-0000-60-699-6902-00-01-62100	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - Meetings & Conferences	(5,714)	-	100 100-69-0000-60-699-6902-00-01-62400	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - Education Reimbursement	(1,150)	-	100 100-69-0000-60-699-6902-00-01-62500	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - Telecommunications	(455)	-	100 100-69-0000-60-699-6902-00-01-63730	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - Printing	(1,534)	-	100 100-69-0000-60-699-6902-00-01-64140	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - Rental - Land/Bldgs/Parking	(924)	-	100 100-69-0000-60-699-6902-00-01-64160	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - Technology Services	(67,200)	-	100 100-69-0000-60-699-6902-00-01-64190	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - IT Recharges	(1,825)	-	100 100-69-0000-60-699-6902-00-01-64191	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - Technology Equipment	(254)	-	100 100-69-0000-60-699-6902-00-01-65045	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - Office Supplies	(397)	-	100 100-69-0000-60-699-6902-00-01-65060	Shift to Info Tech
City Manager's Office	76	02	Green House Gas & Climate - Other Professional Service	1,529	-	101 101-72-0000-76-750-7270-00-02-64900	C/O
City Manager's Office	76	02	Green House Gas & Climate - Other Professional Service	14,260	-	101 101-72-0000-76-750-7270-00-02-64900	C/O
City Manager's Office	76	02	Green House Gas & Climate - Other Professional Service	31,715	-	102 102-72-0000-76-750-7270-00-02-64900	C/O
City Manager's Office	60	01	Administration - Salaries-Regular Full Time	(42,791)	-	100 100-72-0000-60-610-7201-00-01-60100	Adjust to Actual
City Manager's Office	60	01	Administration - Salaries-Regular Full Time	(33,853)	-	100 100-72-0000-60-610-7201-00-01-60100	Adjust to Actual
City Manager's Office	60	01	Sustainability - Speakers	(22,000)	-	100 100-72-0000-60-610-7202-00-01-64860	Adjust to Actual

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund GL	Explanation
City Manager's Office	60	01	Sustainability - Speakers	(53,000)	-	100 100-72-0000-60-610-7202-00-01-64860	Adjust to Actual
City Manager's Office	60	01	Sustainability - Program Fee	-	(75,000)	100 100-72-0000-60-610-7202-03-01-45455	Adjust to Actual
City Manager's Office	60	01	Sustainability - Salaries-Regular Full Time	33,003	-	100 100-72-0000-60-610-7202-00-01-60100	C/O
City Manager's Office	60	01	Sustainability - FICA - City Contribution	3,490	-	100 100-72-0000-60-610-7202-00-01-61100	C/O
City Manager's Office	60	01	Sustainability - IPERS - City Contribution	4,680	-	100 100-72-0000-60-610-7202-00-01-61300	C/O
City Manager's Office	60	01	Sustainability - Health Insurance	7,719	-	100 100-72-0000-60-610-7202-00-01-61510	C/O
City Manager's Office	60	01	Sustainability - Life Insurance	19	-	100 100-72-0000-60-610-7202-00-01-61540	C/O
City Manager's Office	60	01	Sustainability - Special Events	24,026	-	100 100-72-0000-60-610-7202-00-01-64115	C/O
City Manager's Office	60	01	Sustainability - Payments to Other Agencies	6,109	-	100 100-72-0000-60-610-7202-00-01-64130	C/O
City Manager's Office	60	01	Sustainability - Program Materials	15,000	-	100 100-72-0000-60-610-7202-00-01-65025	C/O
City Manager's Office	60	01	GreenCorps - Payments to Other Agencies	5,000	-	100 100-72-0000-60-610-7203-00-01-64130	C/O
City Manager's Office	60	01	Administration - Other Professional Service	22,500	-	100 100-72-0000-60-610-7201-00-01-64900	C/O
City Manager's Office	60	01	Sustainability - Meetings & Conferences	8,000	-	100 100-72-0000-60-610-7202-00-01-62400	C/O
City Manager's Office	60	01	Administration - Technology Equipment	(1,600)	-	100 100-72-0000-60-610-7201-00-01-65045	Shift to 7769900002
City Clerk	60	01	Administration - Printing	3,456	-	100 100-73-0000-60-620-7301-00-01-64140	C/O
Finance	76	02	Computer System Upgrade - Other Professional Service	173,088	-	100 100-74-0000-76-750-7470-00-02-64900	C/O
Finance	60	01	Accounting - Technology Equipment	(1,093)	-	100 100-74-0000-60-620-7401-00-01-65045	Shift to 7769900002
Finance	60	01	Budget - Technology Equipment	(293)	-	100 100-74-0000-60-620-7402-00-01-65045	Shift to 7769900002
Finance	60	01	Utility Billing - Technology Equipment	(293)	-	100 100-74-0000-60-620-7403-00-01-65045	Shift to 7769900002
Finance	60	01	Accounting - Other Professional Service	161,000	-	100 100-74-0000-60-620-7401-00-01-64900	C/O
City Attorney's Office	60	01	Administration - Meetings & Conferences	(610)	-	100 100-76-0000-60-640-7601-00-01-62400	Adjust to Actual
City Attorney's Office	60	01	Administration - Education Reimbursement	5,000	-	100 100-76-0000-60-640-7601-00-01-62500	C/O
City Attorney's Office	60	01	Administration - Administrative Judge	15,000	-	100 100-76-0000-60-640-7601-00-01-64945	C/O
City Attorney's Office	60	01	Administration - Technology Equipment	(1,600)	-	100 100-76-0000-60-640-7601-00-01-65045	Shift to 7769900002
Information Technology	76	02	City-wide comp/printer replac - Technology Equipment	34,258	-	100 100-77-0000-76-750-7770-00-02-65045	Shift from Operating
Information Technology	60	01	GIS - Salaries-Regular Full Time	187,448	-	100 100-77-0000-60-699-7702-00-01-60100	Shift from Commun
Information Technology	60	01	GIS - Hourly Wages - Temp/Seasonal	9,166	-	100 100-77-0000-60-699-7702-00-01-60300	Shift from Commun
Information Technology	60	01	GIS - Overtime	(8)	-	100 100-77-0000-60-699-7702-00-01-60400	Shift from Commun
Information Technology	60	01	GIS - FICA - City Contribution	15,200	-	100 100-77-0000-60-699-7702-00-01-61100	Shift from Commun
Information Technology	60	01	GIS - IPERS - City Contribution	18,572	-	100 100-77-0000-60-699-7702-00-01-61300	Shift from Commun
Information Technology	60	01	GIS - Health Insurance	25,353	-	100 100-77-0000-60-699-7702-00-01-61510	Shift from Commun
Information Technology	60	01	GIS - Life Insurance	101	-	100 100-77-0000-60-699-7702-00-01-61540	Shift from Commun
Information Technology	60	01	GIS - Workers' Compensation	615	-	100 100-77-0000-60-699-7702-00-01-61600	Shift from Commun
Information Technology	60	01	GIS - Association Dues	97	-	100 100-77-0000-60-699-7702-00-01-62100	Shift from Commun
Information Technology	60	01	GIS - Meetings & Conferences	5,714	-	100 100-77-0000-60-699-7702-00-01-62400	Shift from Commun
Information Technology	60	01	GIS - Education Reimbursement	1,150	-	100 100-77-0000-60-699-7702-00-01-62500	Shift from Commun
Information Technology	60	01	GIS - Telecommunications	455	-	100 100-77-0000-60-699-7702-00-01-63730	Shift from Commun
Information Technology	60	01	GIS - Printing	1,534	-	100 100-77-0000-60-699-7702-00-01-64140	Shift from Commun
Information Technology	60	01	GIS - Rental - Land/Bldgs/Parking	924	-	100 100-77-0000-60-699-7702-00-01-64160	Shift from Commun
Information Technology	60	01	GIS - Technology Services	67,200	-	100 100-77-0000-60-699-7702-00-01-64190	Shift from Commun
Information Technology	60	01	GIS - IT Recharges	1,825	-	100 100-77-0000-60-699-7702-00-01-64191	Shift from Commun
Information Technology	60	01	GIS - Technology Equipment	254	-	100 100-77-0000-60-699-7702-00-01-65045	Shift from Commun
Information Technology	60	01	GIS - Office Supplies	397	-	100 100-77-0000-60-699-7702-00-01-65060	Shift from Commun
Information Technology	60	01	Administration - Salaries-Regular Full Time	70,721	-	100 100-77-0000-60-699-7701-00-01-60100	Shift from OEMNS
Information Technology	60	01	Administration - Health Insurance	13,423	-	100 100-77-0000-60-699-7701-00-01-61510	Shift from OEMNS
Information Technology	60	01	Administration - Life Insurance	46	-	100 100-77-0000-60-699-7701-00-01-61540	Shift from OEMNS
Information Technology	60	01	Administration - IPERS - City Contribution	6,676	-	100 100-77-0000-60-699-7701-00-01-61300	Shift from OEMNS
Information Technology	60	01	Administration - FICA - City Contribution	5,410	-	100 100-77-0000-60-699-7701-00-01-61100	Shift from OEMNS
Information Technology	60	01	Administration - Meetings & Conferences	2,100	-	100 100-77-0000-60-699-7701-00-01-62400	Shift from OEMNS
Information Technology	60	01	Administration - Telecommunications	600	-	100 100-77-0000-60-699-7701-00-01-63730	Shift from OEMNS
Information Technology	60	01	Administration - Technology Services	240	-	100 100-77-0000-60-699-7701-00-01-64190	Shift from OEMNS
Information Technology	60	01	Administration - Technology Equipment	(2,800)	-	100 100-77-0000-60-699-7701-00-01-65045	Shift to 7769900002
TOTAL GENERAL FUND				12,863,024	4,282,453		
ROAD USE TAX FUND							
Public Works	76	02	Curb Ramp Program - Other Capital Outlay	35,441	-	110 110-54-0000-76-750-5470-00-02-67990	C/O
Public Works	76	02	Curb Ramp Program - Other Capital Outlay	445,701	-	110 110-54-0000-76-750-5470-00-02-67990	C/O
Public Works	76	02	Heavy Vehicle Maintenance Lift Repl - Heavy Equipment	9,701	-	110 110-54-0000-76-750-5470-00-02-67230	C/O
Public Works	76	02	MSC - Fuel System - Other Capital Outlay	204,286	-	110 110-54-0000-76-750-5470-00-02-67990	C/O
Public Works	76	02	MSC - Fuel System - Other Capital Outlay	392,136	-	110 110-54-0000-76-750-5470-00-02-67990	Shift from Salt Ops
Public Works	20	01	Snow and Ice Control - Salt	260,875	-	110 110-54-0000-20-250-5408-00-01-65038	C/O
Public Works	20	01	Snow and Ice Control - Equipment Maint/Repair	131,931	-	110 110-54-0000-20-250-5408-00-01-63400	C/O
Public Works	20	01	Street Maintenance - Other Equipment	20,000	-	110 110-54-0000-20-210-5406-00-01-65050	C/O
Public Works	20	01	Street Maintenance - Other Equipment	10,000	-	110 110-54-0000-20-210-5406-00-01-65050	C/O
Public Works	20	01	Street Maintenance - Heavy Equipment	75,000	-	110 110-54-0000-20-210-5406-00-01-67230	C/O

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund GL	Explanation
Public Works	20	01	Street Cleaning - Mowing Equipment	85,000	-	110 110-54-0000-20-270-5407-00-01-67110	C/O
Public Works	20	01	Street Cleaning - Mowing Equipment	5,000	-	110 110-54-0000-20-270-5407-00-01-67110	C/O
Public Works	20	01	Street Cleaning - Mowing Equipment	17,000	-	110 110-54-0000-20-270-5407-00-01-67110	C/O
Public Works	20	01	Snow and Ice Control - Salt	(260,875)	-	110 110-54-0000-20-250-5408-00-01-65038	Shift to 5429900018
Public Works	20	01	Snow and Ice Control - Equipment Maint/Repair	(131,931)	-	110 110-54-0000-20-250-5408-00-01-63400	Shift to 5429900018
Public Works	20	01	Street Maintenance - Technology Equipment	(6,293)	-	110 110-54-0000-20-210-5406-00-01-65045	Shift to 7769900002
Public Works	20	01	Snow and Ice Control - Technology Equipment	(800)	-	110 110-54-0000-20-250-5408-00-01-65045	Shift to 7769900002
Public Works	20	01	Street and Traffic Lighting - Street Lights	(947,428)	-	110 110-54-0000-20-230-5404-00-01-63780	Shift to Engineering
Engineering	76	02	14th Street Overpass - Federal Grants	-	1,200,000	110 110-55-0000-76-750-5570-00-02-44000	C/O
Engineering	76	02	14th Street Overpass - Engineering - Internal	50,000	-	110 110-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	14th Street Overpass - Land	1,150,000	-	110 110-55-0000-76-750-5570-00-02-67300	C/O
Engineering	76	02	Sidewalk Program-City Prop - Other Capital Outlay	134,906	-	110 110-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Pavement Rehabilitation - Other Capital Outlay	300,000	-	110 110-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	PAVE PRES JOINT SEALING - Other Capital Outlay	26,564	-	110 110-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	PAVE PRES JOINT SEALING - Other Capital Outlay	20,000	-	110 110-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Grandview Street Light Repl - Other Capital Outlay	10,000	-	110 110-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Traffic/Ped Crossing Warning - Engineering - Internal	1,000	-	110 110-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Traffic/Ped Crossing Warning - Other Capital Outlay	4,731	-	110 110-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Villa Wall Reconstruct - Engineering - Outsourced	38,000	-	110 110-55-0000-76-750-5570-00-02-64070	C/O
Engineering	76	02	Villa Wall Reconstruct - Engineering - Internal	94,996	-	110 110-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Villa Wall Reconstruct - Other Capital Outlay	810,982	-	110 110-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Kerper Blvd Lift Station - Other Capital Outlay	242,941	-	110 110-55-0000-76-750-5570-00-02-67990	C/O
Engineering	20	01	Street and Traffic Lighting - Street Lights	947,428	-	110 110-55-5513-20-240-5517-00-01-63780	Shift from Public Works
Engineering	76	02	32nd & Jackson Signal/Cam - Engineering - Internal	28,406	-	110 110-55-5512-76-750-5570-00-02-64075	C/O
Engineering	76	02	32nd & Jackson Signal/Cam - Other Capital Outlay	180,499	-	110 110-55-0000-76-750-5570-00-02-67990	C/O
Engineering	20	01	Project Engineering - Technology Equip Maint Cont	36,719	-	110 110-55-5512-20-210-5502-00-01-64980	C/O
Engineering	20	01	Project Engineering - Technology Equipment	487,160	-	110 110-55-5512-20-210-5502-00-01-65045	C/O
Engineering	20	01	Project Engineering - Traffic Security Cameras	231,238	-	110 110-55-5512-20-210-5502-00-01-65056	C/O
Engineering	20	01	Traffic OPS Ctr Video Soft - Technology Equipment	31,557	-	110 110-55-5512-20-210-5502-00-01-65045	C/O
Engineering	20	01	Project Engineering - Small Tools & Equipment	2,894	-	110 110-55-5512-20-210-5502-00-01-65040	C/O
Engineering	20	01	Project Engineering - Traffic St Light Comp/Equip	46,458	-	110 110-55-5512-20-210-5502-00-01-65055	C/O
Engineering	76	02	Inet Fiber Build Out - Other Capital Outlay	75,000	-	110 110-55-0000-76-750-5570-00-02-67990	C/O
Information Technology	76	02	City-wide comp/printer replac - Technology Equipment	7,093	-	110 110-77-0000-76-750-7770-00-02-65045	Shift from Operating
TOTAL ROAD USE TAX FUND				5,303,316	1,200,000		
OLDER ADULT HOME MODIFICATION							
Housing	50	02	2024 Older Adults Home Modification - Housing & Urban Development	-	295,200	168 168-61-6131-50-530-6150-00-02-44100	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Contrib - Public Sources	-	155,978	168 168-61-6131-50-530-6150-00-01-47000	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Salaries-Regular Full Time	84,413	-	168 168-61-6131-50-530-6150-00-01-60100	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Meetings & Conferences	8,305	-	168 168-61-6131-50-530-6150-00-01-62400	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Education Reimbursement	900	-	168 168-61-6131-50-530-6150-00-01-62500	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Accounting & Auditing	2,031	-	168 168-61-6131-50-530-6150-00-01-64010	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Advertising	1,200	-	168 168-61-6131-50-530-6150-00-01-64020	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Relocations	2,000	-	168 168-61-6131-50-530-6150-00-01-64086	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Payments to Other Agencies	42,000	-	168 168-61-6131-50-530-6150-00-01-64130	Adjust to Actual
Housing	50	02	2024 Older Adults Home Modification - Grants	295,200	-	168 168-61-6131-50-530-6150-00-02-64135	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Printing	132	-	168 168-61-6131-50-530-6150-00-01-64140	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Copying	360	-	168 168-61-6131-50-530-6150-00-01-64145	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Technology Equipment	8,615	-	168 168-61-6131-50-530-6150-00-01-65045	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Postage/Shipping	533	-	168 168-61-6131-50-530-6150-00-01-65080	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Office Equipment	5,488	-	168 168-61-6131-50-530-6150-00-01-67250	Adjust to Actual
TOTAL OLDER ADULT HOME MODIFICATION				451,177	451,178		
COMMUNITY DEVELOPMENT BLOCK GRANT FUND							
Housing	40	01	CDBG Recreation - Payments to Other Agencies	27,318	-	180 180-34-6119-40-440-3431-00-01-64130	C/O
Housing	40	01	CDBG Recreation - Payments to Other Agencies	29,802	-	180 180-34-6119-40-440-3431-00-01-64130	C/O
Housing	40	01	CDBG Recreation - Hourly Wages - Temp/Seasonal	58,307	-	180 180-34-6119-40-440-3431-00-01-60300	Shift from Trgt Area
Housing	40	01	CDBG Recreation - FICA - City Contribution	4,460	-	180 180-34-6119-40-440-3431-00-01-61100	Shift from Trgt Area
Housing	40	01	CDBG Recreation - IPERS - City Contribution	5,504	-	180 180-34-6119-40-440-3431-00-01-61300	Shift from Trgt Area
Housing	40	01	CDBG Recreation - Workers' Compensation	1,531	-	180 180-34-6119-40-440-3431-00-01-61600	Shift from Trgt Area
Housing	40	01	Target Area Programming - Hourly Wages - Temp/Seasonal	(25,452)	-	180 180-34-0000-40-440-3431-00-01-60300	Adjust to Actual
Housing	40	01	Target Area Programming - FICA - City Contribution	(1,947)	-	180 180-34-0000-40-440-3431-00-01-61100	Adjust to Actual
Housing	40	01	Target Area Programming - IPERS - City Contribution	(2,403)	-	180 180-34-0000-40-440-3431-00-01-61300	Adjust to Actual
Housing	40	01	Target Area Programming - Payments to Other Agencies	(12,899)	-	180 180-34-6119-40-440-3431-00-01-64130	Adjust to Actual
Housing	40	01	Target Area Programming - Officiating Services	(2,000)	-	180 180-34-6119-40-440-3431-00-01-64830	Adjust to Actual
Housing	40	01	Target Area Programming - Program Materials	(19,770)	-	180 180-34-6119-40-440-3431-00-01-65025	Adjust to Actual

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund GL	Explanation
Housing	40	01	Target Area Programming - Hourly Wages - Temp/Seasonal	(58,307)	-	180 180-34-0000-40-440-3431-00-01-60300	Shift to CDBG
Housing	40	01	Target Area Programming - FICA - City Contribution	(4,460)	-	180 180-34-0000-40-440-3431-00-01-61100	Shift to CDBG
Housing	40	01	Target Area Programming - IPERS - City Contribution	(5,504)	-	180 180-34-0000-40-440-3431-00-01-61300	Shift to CDBG
Housing	40	01	Target Area Programming - Workers' Compensation	(1,531)	-	180 180-34-0000-40-440-3431-00-01-61600	Shift to CDBG
Housing	76	02	Healthy Homes Production 2021 - Other Capital Outlay	(100,000)	-	180 180-61-6114-76-750-6170-00-02-67990	Shift to 6100200440
Housing	76	02	Lead and Healthy Homes 2021 - Loans	(100,000)	-	180 180-61-6115-76-750-6170-00-02-64134	Shift to 6100200404
Housing	50	01	CDBG Projects - Salaries-Regular Full Time	(4,499)	-	180 180-61-0000-50-530-6102-00-01-60100	Adjust to Actual
Housing	50	01	CDBG Projects - FICA - City Contribution	(800)	-	180 180-61-0000-50-530-6102-00-01-61100	Adjust to Actual
Housing	50	01	CDBG Projects - IPERS - City Contribution	(500)	-	180 180-61-0000-50-530-6102-00-01-61300	Adjust to Actual
Housing	50	01	CDBG Projects - Health Insurance	1,500	-	180 180-61-0000-50-530-6102-00-01-61510	C/O
Housing	50	01	CDBG Administration - Salaries-Regular Full Time	(22,284)	-	180 180-61-0000-50-530-6150-00-01-60100	Adjust to Actual
Housing	50	01	CDBG Administration - FICA - City Contribution	(500)	-	180 180-61-0000-50-530-6150-00-01-61100	Adjust to Actual
Housing	50	01	CDBG Administration - IPERS - City Contribution	(657)	-	180 180-61-0000-50-530-6150-00-01-61300	Adjust to Actual
Housing	50	01	CDBG Administration - Health Insurance	(16,242)	-	180 180-61-0000-50-530-6150-00-01-61510	Adjust to Actual
Housing	50	01	CDBG Administration - Community Dev Block Grants	-	106,587	180 180-61-0000-50-530-6150-04-01-44050	C/O
Housing	50	01	CDBG Administration - Community Dev Block Grants	-	828,577	180 180-61-0000-50-530-6150-04-01-44050	C/O
Housing	50	01	CDBG Administration - Community Dev Block Grants	-	1,035,721	180 180-61-0000-50-530-6150-04-01-44050	C/O
Housing	50	01	CDBG Administration - Community Dev Block Grants	-	1,359	180 180-61-0000-50-530-6150-04-01-44050	C/O
Housing	50	01	CDBG Administration - Salaries-Regular Full Time	13,036	-	180 180-61-0000-50-530-6101-00-01-60100	C/O
Housing	50	01	CDBG Administration - Workers' Compensation	200	-	180 180-61-0000-50-530-6150-00-01-61600	C/O
Housing	50	01	CDBG Administration - Association Dues	1,000	-	180 180-61-0000-50-530-6150-00-01-62100	C/O
Housing	50	01	CDBG Administration - Mileage	50	-	180 180-61-0000-50-530-6150-00-01-62325	C/O
Housing	50	01	CDBG Administration - Meetings & Conferences	1,000	-	180 180-61-0000-50-530-6150-00-01-62400	C/O
Housing	50	01	CDBG Administration - Education Reimbursement	3,200	-	180 180-61-0000-50-530-6150-00-01-62500	C/O
Housing	50	01	CDBG Administration - Telecommunications	1,000	-	180 180-61-0000-50-530-6101-00-01-63730	C/O
Housing	50	01	CDBG Administration - Telecommunications	624	-	180 180-61-0000-50-530-6150-00-01-63730	C/O
Housing	50	01	CDBG Administration - Advertising	256	-	180 180-61-0000-50-530-6150-00-01-64020	C/O
Housing	50	01	CDBG Administration - Printing	200	-	180 180-61-0000-50-530-6150-00-01-64140	C/O
Housing	50	01	CDBG Administration - Copying	15	-	180 180-61-0000-50-530-6150-00-01-64145	C/O
Housing	50	01	CDBG Administration - Rental - Land/Bldgs/Parking	2,500	-	180 180-61-0000-50-530-6101-00-01-64160	C/O
Housing	50	01	CDBG Administration - Other Professional Service	5,000	-	180 180-61-0000-50-530-6101-00-01-64900	C/O
Housing	50	01	CDBG Administration - Office Supplies	497	-	180 180-61-0000-50-530-6150-00-01-65060	C/O
Housing	50	01	CDBG Administration - Postage/Shipping	5	-	180 180-61-0000-50-530-6150-00-01-65080	C/O
Housing	50	01	CDBG Administration - Office Equipment	200	-	180 180-61-0000-50-530-6150-00-01-67250	C/O
Housing	76	02	CDBG LHH Match - 2021 - Loans	45,022	-	180 180-61-6121-76-750-6170-00-02-64134	C/O
Housing	76	02	CDBG Homeowner Rehab - Loans	250,000	-	180 180-61-6118-76-750-6170-00-02-64134	Shift from 6119900002
Housing	76	02	CDBG - Purchase, Rehab, Resale - Buildings	350,510	-	180 180-61-6126-76-750-6170-00-02-67500	C/O
Housing	76	02	CDBG LHH Match - 2024 - Loans	100,000	-	180 180-61-6129-76-750-6170-00-02-64134	Shift from 6100100016
Housing	76	02	CDBG Match - '24 HH Production - Other Capital Outlay	100,000	-	180 180-61-6130-76-750-6170-00-02-67990	Shift from 6100100015
Housing	76	02	Homeowner Rehab Program - Loans	(250,000)	-	180 180-61-0000-76-750-6170-00-02-64134	Shift to 6100200218
Housing	50	01	Grants - Community Dev Block Grants	-	(1,035,721)	180 180-61-0000-50-530-6150-04-01-44050	C/O
Housing	50	01	CDBG Zoning Enforcement - Services Other Depts	8,710	-	180 180-62-6125-50-510-6201-00-01-64005	Shift from Admin
Housing	50	01	Administration - Services Other Depts	(8,710)	-	180 180-62-0000-50-510-6201-00-01-64005	Shift to CDBG
TOTAL COMMUNITY DEVELOPMENT BLOCK FUND				372,982	936,523		
UDAG FUND							
Housing	76	02	Hist Preservation Loan Fund - Loans	7,000	-	184 184-61-0000-76-750-6170-00-02-64134	Adjust to Actual
Housing	76	02	Hist Preservation Loan Fund - Loans	780	-	184 184-61-0000-76-750-6170-00-02-64134	Adjust to Actual
TOTAL UDAG FUND				7,780	-		
HOUSING TRUST FUND							
Housing	76	02	Housing Trust Fund - State Grants	-	(229,974)	185 185-61-0000-76-750-6170-05-02-44400	Adjust to Actual
Housing	76	02	Housing Trust Fund - State Grants	-	58,136	185 185-61-0000-76-750-6170-05-02-44400	Adjust to Actual
Housing	76	02	Housing Trust Fund - State Grants	-	231,167	185 185-61-0000-76-750-6170-05-02-44400	Adjust to Actual
Housing	76	02	Housing Trust Fund - State Grants	-	20,360	185 185-61-0000-76-750-6170-05-02-44400	Adjust to Actual
Housing	76	02	Housing Trust Fund - State Grants	-	229,974	185 185-61-0000-76-750-6170-05-02-44400	Adjust to Actual
Housing	76	02	Housing Trust Fund - State Grants	-	229,974	185 185-61-0000-76-750-6170-05-02-44400	Adjust to Actual
Housing	76	02	Housing Trust Fund - State Grants	-	23,343	185 185-61-0000-76-750-6170-05-02-44400	Adjust to Actual
Housing	76	02	Housing Trust Fund - Payments to Other Agencies	57,500	-	185 185-61-0000-76-750-6170-00-02-64130	Adjust to Actual
Housing	76	02	Housing Trust Fund - Loans	(57,500)	-	185 185-61-0000-76-750-6170-00-02-64134	Adjust to Actual
Housing	76	02	Housing Trust Fund - Loans	23,343	-	185 185-61-0000-76-750-6170-00-02-64134	Adjust to Actual
Housing	76	02	Housing Trust Fund - Buildings	114,914	-	185 185-61-0000-76-750-6170-00-02-67500	Adjust to Actual
Housing	76	02	Housing Trust Fund - Payments to Other Agencies	53,169	-	185 185-61-0000-76-750-6170-00-02-64130	C/O
Housing	76	02	Housing Trust Fund - Payments to Other Agencies	62,584	-	185 185-61-0000-76-750-6170-00-02-64130	C/O
Housing	76	02	Housing Trust Fund - Payments to Other Agencies	5,830	-	185 185-61-0000-76-750-6170-00-02-64130	C/O
Housing	76	02	Housing Trust Fund - Loans	222,381	-	185 185-61-0000-76-750-6170-00-02-64134	C/O

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund GL	Explanation
Housing	76	02	Housing Trust Fund - Loans	250,334	-	185 185-61-0000-76-750-6170-00-02-64134	C/O
Housing	76	02	Housing Trust Fund - Buildings	432,259	-	185 185-61-0000-76-750-6170-00-02-67500	C/O
TOTAL HOUSING TRUST FUND				1,164,814	562,980		
STATE RENTAL REHAB FUND							
Housing	76	02	Home- Rental Five Points - Buildings	20,302	-	186 186-61-0000-76-750-6170-00-02-67500	Adjust to Actual
Housing	76	02	Home- Rental Five Points - Buildings	87,324	-	186 186-61-0000-76-750-6170-00-02-67500	C/O
Housing	76	02	LHAP Program - Buildings	122,643	-	186 186-61-0000-76-750-6170-00-02-67500	C/O
Housing	76	02	RRP Reserves - Loans	20,966	-	186 186-61-0000-76-750-6170-00-02-64134	Adjust to Actual
Housing	76	02	RRP Reserves - Loans	22,821	-	186 186-61-0000-76-750-6170-00-02-64134	C/O
Housing	76	02	RRP Reserves - Buildings	309,099	-	186 186-61-0000-76-750-6170-00-02-67500	C/O
TOTAL STATE RENTAL REHAB FUND				583,155	-		
LEAD PAINT FUND							
Housing	50	01	Lead and Healthy Homes 2021 - Housing & Urban Development	-	(75,000)	188 188-61-0000-50-530-6150-04-01-44100	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - Salaries-Regular Full Time	361,668	-	188 188-61-0000-50-530-6150-00-01-60100	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - Salaries-Regular Full Time	(57,856)	-	188 188-61-6115-50-530-6150-00-01-60100	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - FICA - City Contribution	27,668	-	188 188-61-0000-50-530-6150-00-01-61100	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - FICA - City Contribution	139,766	-	188 188-61-0000-50-530-6150-00-01-61100	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - FICA - City Contribution	(4,426)	-	188 188-61-6115-50-530-6150-00-01-61100	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - IPERS - City Contribution	34,141	-	188 188-61-0000-50-530-6150-00-01-61300	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - IPERS - City Contribution	(5,462)	-	188 188-61-6115-50-530-6150-00-01-61300	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - Health Insurance	(10,067)	-	188 188-61-6115-50-530-6150-00-01-61510	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - Life Insurance	(36)	-	188 188-61-6115-50-530-6150-00-01-61540	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - Workers' Compensation	(422)	-	188 188-61-6115-50-530-6150-00-01-61600	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - Vehicle Fuel - Gasoline	(178)	-	188 188-61-6115-50-530-6150-00-01-63312	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - Telecommunications	(813)	-	188 188-61-6115-50-530-6150-00-01-63700	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - Dust Wipe Testing	2,500	-	188 188-61-0000-50-530-6150-00-01-64085	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - Relocations	30,000	-	188 188-61-0000-50-530-6150-00-01-64086	Adjust to Actual
Housing	50	02	Lead and Healthy Homes 2021 - Loans	884,375	-	188 188-61-6115-50-530-6150-00-02-64134	Adjust to Actual
Housing	50	02	Lead and Healthy Homes 2021 - Housing & Urban Development	-	884,375	188 188-61-6115-50-530-6150-04-02-44100	Adjust to Actual
Housing	50	02	Lead and Healthy Homes 2021 - Loans	1,813,065	-	188 188-61-6115-50-530-6150-00-02-64134	Adjust to Actual
Housing	50	02	Lead and Healthy Homes 2021 - Loans	208,501	-	188 188-61-6114-50-530-6150-00-02-64134	Adjust to Actual
Housing	50	02	Lead and Healthy Homes 2021 - Housing & Urban Development	-	(208,501)	188 188-61-6114-50-530-6150-04-02-44100	Adjust to Actual
Housing	50	02	Lead and Healthy Homes 2021 - Housing & Urban Development	-	341,006	188 188-61-6114-50-530-6150-04-02-44100	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - Loans	(2,465)	-	188 188-61-6114-50-530-6150-00-01-64134	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - Copying	(285)	-	188 188-61-6115-50-530-6150-00-01-64145	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - Operating Supplies	(205)	-	188 188-61-6115-50-530-6150-00-01-65070	Adjust to Actual
Housing	76	02	Lead and Healthy Homes 2021 - Loans	(1,300,000)	-	188 188-61-6115-76-750-6170-00-02-64134	Adjust to Actual
Housing	76	02	Lead and Healthy Homes 2021 - Housing & Urban Development	-	(1,300,000)	188 188-61-6115-76-750-6170-05-02-44100	Adjust to Actual
Housing	50	01	2024 Lead and Healthy Homes - Housing & Urban Development	-	(508,021)	188 188-61-0000-50-530-6150-04-01-44100	Adjust to Actual
Housing	50	01	2024 Lead and Healthy Homes - Contrib - Public Sources	-	(25,000)	188 188-61-0000-50-530-6150-04-01-47000	Adjust to Actual
Housing	50	01	2024 Lead and Healthy Homes - Salaries-Regular Full Time	230,000	-	188 188-61-0000-50-530-6150-00-01-60100	Adjust to Actual
Housing	50	01	2024 Lead and Healthy Homes - FICA - City Contribution	18,000	-	188 188-61-0000-50-530-6150-00-01-61100	Adjust to Actual
Housing	50	01	2024 Lead and Healthy Homes - IPERS - City Contribution	20,000	-	188 188-61-0000-50-530-6150-00-01-61300	Adjust to Actual
Housing	50	01	2024 Lead and Healthy Homes - Health Insurance	45,000	-	188 188-61-0000-50-530-6150-00-01-61510	Adjust to Actual
Housing	50	01	2024 Lead and Healthy Homes - Life Insurance	150	-	188 188-61-0000-50-530-6150-00-01-61540	Adjust to Actual
Housing	50	01	2024 Lead and Healthy Homes - Meetings & Conferences	10,000	-	188 188-61-0000-50-530-6150-00-01-62400	Adjust to Actual
Housing	50	01	2024 Lead and Healthy Homes - Vehicle Repair - Internal	138	-	188 188-61-0000-50-530-6150-00-01-63320	Adjust to Actual
Housing	50	01	2024 Lead and Healthy Homes - Dust Wipe Testing	8,000	-	188 188-61-0000-50-530-6150-00-01-64085	Adjust to Actual
Housing	50	01	2024 Lead and Healthy Homes - Relocations	56,379	-	188 188-61-0000-50-530-6150-00-01-64086	Adjust to Actual
Housing	50	01	2024 Lead and Healthy Homes - Payments to Other Agencies	61,214	-	188 188-61-0000-50-530-6150-00-01-64130	Adjust to Actual
Housing	50	01	2024 Lead and Healthy Homes - Other Professional Service	5,000	-	188 188-61-0000-50-530-6150-00-01-64900	Adjust to Actual
Housing	50	01	2024 Lead and Healthy Homes - Operating Supplies	5,573	-	188 188-61-0000-50-530-6150-00-01-65070	Adjust to Actual
Housing	50	01	2024 Lead and Healthy Homes - Office Equipment	50,045	-	188 188-61-0000-50-530-6150-00-01-67250	Adjust to Actual
Housing	76	02	2024 Lead and Healthy Homes - Loans	400,000	-	188 188-61-6129-76-750-6150-00-02-64134	Adjust to Actual
Housing	76	02	2024 Lead and Healthy Homes - Housing & Urban Development	-	375,000	188 188-61-6129-76-750-6150-05-02-44100	Adjust to Actual
Housing	76	02	2024 Lead and Healthy Homes - Contrib - Public Sources	-	25,000	188 188-61-6129-76-750-6150-05-02-47000	Adjust to Actual
Housing	76	02	2024 Lead and Healthy Homes - Loans	100,000	-	188 188-61-6132-76-750-6150-00-02-64134	Adjust to Actual
Housing	76	02	2024 Lead and Healthy Homes - Housing & Urban Development	-	100,000	188 188-61-6132-76-750-6150-05-02-44100	Adjust to Actual
Housing	50	02	2024 Healthy Homes Production Grant - Housing & Urban Development	-	375,417	188 188-61-6130-50-530-6150-00-02-44100	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Housing & Urban Development	-	245,764	188 188-61-6130-50-530-6150-00-01-44100	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Salaries-Regular Full Time	170,033	-	188 188-61-6130-50-530-6150-00-01-60100	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Meetings & Conferences	4,965	-	188 188-61-6130-50-530-6150-00-01-62400	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Education Reimbursement	5,160	-	188 188-61-6130-50-530-6150-00-01-62500	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Vehicle Fuel - Gasoline	1,983	-	188 188-61-6130-50-530-6150-00-01-63312	Adjust to Actual

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund GL	Explanation
Housing	50	01	2024 Healthy Homes Production Grant - Telecommunications	667	-	188 188-61-6130-50-530-6150-00-01-63730	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Accounting & Auditing	5,000	-	188 188-61-6130-50-530-6150-00-01-64010	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Advertising	1,333	-	188 188-61-6130-50-530-6150-00-01-64020	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Insurance - Liability	15,945	-	188 188-61-6130-50-530-6150-00-01-64081	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Dust Wipe Testing	2,250	-	188 188-61-6130-50-530-6150-00-01-64085	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Printing	350	-	188 188-61-6130-50-530-6150-00-01-64140	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Relocations	1,333	-	188 188-61-6130-50-530-6150-00-01-64086	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Payments to Other Agencies	16,800	-	188 188-61-6130-50-530-6150-00-01-64130	Adjust to Actual
Housing	50	02	2024 Healthy Homes Production Grant - Loans	375,417	-	188 188-61-6130-50-530-6150-00-02-64134	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Printing	1,680	-	188 188-61-6130-50-530-6150-00-01-64140	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Other Professional Service	3,227	-	188 188-61-6130-50-530-6150-00-01-64900	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Technology Equipment	13,440	-	188 188-61-6130-50-530-6150-00-01-65045	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Postage/Shipping	280	-	188 188-61-6130-50-530-6150-00-01-65080	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Office Equipment	1,317	-	188 188-61-6130-50-530-6150-00-01-67250	Adjust to Actual
Housing	50	01	Grants - Contrib - Public Sources	-	400	188 188-61-0000-50-530-6150-03-01-47000	Adjust to Actual
Housing	50	01	Grants - Deposits	-	22,000	188 188-61-0000-50-530-6150-03-01-47300	Adjust to Actual
TOTAL LEAD PAINT FUND				3,750,148	252,440		
HOUSING CHOICE VOUCHER FUND							
Housing	50	01	HCV Admin Fee - Salaries-Regular Full Time	9,356	-	189 189-61-0000-50-530-6107-00-01-60100	C/O
Housing	50	01	Housing Choice Voucher - Technology Equipment	(800)	-	189 189-61-0000-50-530-6107-00-01-65045	Adjust to Actual
TOTAL HOUSING CHOICE VOUCHER FUND				8,556	-		
CABLE TV FUND							
Communications Office	60	01	Media Services - Technology Equipment	(400)	-	190 190-69-0000-60-699-6903-00-01-65045	Adjust to Actual
Information Technology	76	02	City-wide comp/printer replac - Technology Equipment	400	-	190 190-77-0000-76-750-7770-00-02-65045	Shift from Operating
TOTAL CABLE TV FUND				-	-		
STREET CONSTRUCTION FUND							
Public Works	76	02	Curb Replacement Program - Engineering - Internal	16,000	-	301 301-54-0000-76-750-5470-00-02-64075	C/O
Public Works	76	02	Curb Replacement Program - Other Capital Outlay	39,021	-	301 301-54-0000-76-750-5470-00-02-67990	C/O
Public Works	76	02	Curb Ramp Program - Other Capital Outlay	42,076	-	301 301-54-0000-76-750-5470-00-02-67990	C/O
Public Works	76	02	Curb Ramp Program - Other Capital Outlay	279,014	-	301 301-54-0000-76-750-5470-00-02-67990	C/O
Public Works	76	02	Street Sign/Post Replacement - Signage	6,030	-	301 301-54-0000-76-750-5470-00-02-65110	C/O
Public Works	76	02	Vehicle access door replcmnt - Other Capital Outlay	78,019	-	301 301-54-0000-76-750-5470-00-02-67990	C/O
Public Works	76	02	Heavy Vehicle Maintenance Lift Repl - Other Capital Outlay	86,268	-	301 301-54-0000-76-750-5470-00-02-67990	C/O
Public Works	76	02	MSC HVAC Replacement - Buildings	430,500	-	301 301-54-0000-76-750-5470-00-02-67500	Adjust to Actual
Public Works	76	02	MSC - Fuel System - Engineering - Internal	95,800	-	301 301-54-0000-76-750-5470-00-02-64075	Shift from 5429900019
Public Works	76	02	MSC - Fuel System - Other Capital Outlay	414,400	-	301 301-54-0000-76-750-5470-00-02-67990	Shift from 5429900019
Public Works	76	02	Vehicle Fuel Island Rehabilitation - Engineering - Internal	(95,800)	-	301 301-54-0000-76-750-5470-00-02-64075	Shift to 5429900018
Public Works	76	02	Vehicle Fuel Island Rehabilitation - Other Capital Outlay	(414,400)	-	301 301-54-0000-76-750-5470-00-02-67990	Shift to 5429900018
Public Works	76	02	Capital Projects - Buildings	551,730	-	301 301-54-0000-76-750-5470-00-02-67500	Adjust to Actual
Engineering	76	02	Speed Shields - Other Capital Outlay	36,769	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	East-West Corridor Capacity - State Grants	-	644,494	301 301-55-0000-76-750-5570-05-02-44400	C/O
Engineering	76	02	14th Street Overpass - Federal Grants	-	8,242,367	301 301-55-0000-76-750-5570-05-02-44000	C/O
Engineering	76	02	14th Street Overpass - Contrib - Private Sources	-	750,000	301 301-55-0000-76-750-5570-05-02-47050	C/O
Engineering	76	02	14th Street Overpass - Engineering - Outsourced	2,709,937	-	301 301-55-0000-76-750-5570-05-02-64070	C/O
Engineering	76	02	14th Street Overpass - Engineering - Internal	84,772	-	301 301-55-0000-76-750-5570-05-02-64075	C/O
Engineering	76	02	14th Street Overpass - Land	2,181,046	-	301 301-55-0000-76-750-5570-05-02-67300	C/O
Engineering	76	02	14th Street Overpass - Other Capital Outlay	1,784,812	-	301 301-55-0000-76-750-5570-05-02-67990	C/O
Engineering	76	02	Heeb Street - Engineering - Internal	25,725	-	301 301-55-0000-76-750-5570-05-02-64075	C/O
Engineering	76	02	Heeb Street - Other Capital Outlay	127,204	-	301 301-55-0000-76-750-5570-05-02-67990	C/O
Engineering	76	02	Pavement Rehabilitation - Engineering - Internal	100,647	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Pavement Rehabilitation - Other Capital Outlay	602,804	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Brick Paver Maintenance - Engineering - Internal	6,286	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Brick Paver Maintenance - Other Capital Outlay	76,785	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	SPECIAL ASSESSMENT ASSIST - Other Capital Outlay	25,568	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	SOUTHWEST ARTERIAL - Engineering - Internal	36,480	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	SOUTHWEST ARTERIAL - Other Capital Outlay	50,199	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	SW ARTERIAL ITS CORRIDOR - State Grants	-	1,900,000	301 301-55-0000-76-750-5570-00-02-44400	C/O
Engineering	76	02	SW ARTERIAL ITS CORRIDOR - Engineering - Internal	75,596	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	SW ARTERIAL ITS CORRIDOR - Traffic St Light Comp/Equip	49,801	-	301 301-55-0000-76-750-5570-00-02-65055	C/O
Engineering	76	02	PAVE PRES JOINT SEALING - Other Professional Service	64,688	-	301 301-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	02	PAVE PRES JOINT SEALING - Other Capital Outlay	139,722	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	NWA TOJ REHAB RECONSTRUCT - State Grants	-	75,000	301 301-55-0000-76-750-5570-00-02-44400	C/O
Engineering	76	02	3rd St Overpass- Paint - Other Capital Outlay	240,000	-	301 301-55-0000-76-750-5570-00-02-67990	Adjust to Actual
Engineering	76	02	JFK & 32nd Intersection Recon - Contrib - Private Sources	-	27,825	301 301-55-0000-76-750-5570-03-02-47050	C/O

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund GL	Explanation
Engineering	76	02	JFK & 32nd Intersection Recon - Other Professional Service	20,000	-	301 301-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	02	JFK & 32nd Intersection Recon - Other Capital Outlay	3,433	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Hillcrest Rd Sidewalk - Engineering - Internal	40,000	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Wildwood Drive Bridge Replacement - Engineering - Internal	18,768	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Wildwood Drive Bridge Replacement - Other Capital Outlay	50,000	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	3rd St Overpass Sidewalk Replacemen - Engineering - Internal	18,276	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	3rd St Overpass Sidewalk Replacemen - Other Capital Outlay	125,000	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Auburn and Custer Pavement - Engineering - Internal	50,000	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Auburn and Custer Pavement - Engineering - Internal	50,000	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Auburn and Custer Pavement - Other Capital Outlay	450,000	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Auburn and Custer Pavement - Other Capital Outlay	450,000	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Street light control install - Engineering - Internal	9,294	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Street light control install - Other Capital Outlay	63,116	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Grandview Street Light Repl - Engineering - Internal	5,000	-	301 301-55-0000-76-750-5570-90-02-64075	C/O
Engineering	76	02	Grandview Street Light Repl - Other Capital Outlay	5,065	-	301 301-55-0000-76-750-5570-90-02-67990	C/O
Engineering	76	02	Street Light Meter Instal - Engineering - Internal	10,000	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Street Light Meter Instal - Other Capital Outlay	80,000	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Emergency Preemption expan - Other Capital Equipment	5,512	-	301 301-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	02	Guardrail Replacement - Engineering - Internal	3,660	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Guardrail Replacement - Other Capital Outlay	23,355	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Traffic Signal Mastarm retro - Engineering - Internal	8,050	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Traffic Signal Mastarm retro - Other Capital Outlay	121,583	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Fiber Optic Conduit - Engineering - Internal	2,500	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Fiber Optic Conduit - Other Capital Outlay	32,649	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Fiber Infrastructure mgmt - Other Capital Outlay	15,454	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	TRAFFIC SIG FIBER OPTIC NET - Engineering - Internal	10,000	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	TRAFFIC SIG FIBER OPTIC NET - Other Capital Outlay	100,000	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Flash Yellow Left Turn - Other Equipment	9,850	-	301 301-55-0000-76-750-5570-00-02-65050	C/O
Engineering	76	02	Replc LED Signs Beacons - Other Equipment	15,406	-	301 301-55-0000-76-750-5570-00-02-65050	C/O
Engineering	76	02	West Locust Comm/Cameras - Traffic St Light Comp/Equip	2,600	-	301 301-55-0000-76-750-5570-00-02-65055	C/O
Engineering	76	02	West Locust Comm/Cameras - Other Capital Outlay	14,900	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Asbury Rd Signalization - Other Equipment	5,000	-	301 301-55-0000-76-750-5570-00-02-65050	C/O
Engineering	76	02	Asbury Rd Signalization - Other Capital Outlay	18,694	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	DBQ Entry Point Camera - Engineering - Internal	10,000	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	DBQ Entry Point Camera - Technology Services	59,500	-	301 301-55-0000-76-750-5570-00-02-64190	C/O
Engineering	76	02	DBQ Entry Point Camera - Other Capital Outlay	55,000	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Hyperflow Pilot Grant - Traffic Sig - State Grants	-	55,000	301 301-55-0000-76-750-5570-05-02-44400	C/O
Engineering	76	02	STREETS Traffic Control Project Pha - State Grants	-	1,858,800	301 301-55-0000-76-750-5570-05-02-44400	C/O
Engineering	76	02	STREETS Traffic Control Project Pha - Engineering - Internal	49,855	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	STREETS Traffic Control Project Pha - Other Professional Service	2,091,150	-	301 301-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	02	16TH ST DET BASIN TRAIL - Engineering - Internal	23,242	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	16TH ST DET BASIN TRAIL - Other Capital Outlay	165,461	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Union at Marina - Other Capital Outlay	(31,441)	-	301 301-55-0000-76-750-5570-00-02-67990	Adjust to Actual
Engineering	76	02	Traffic Signal Battery Backup - Other Capital Equipment	49,906	-	301 301-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	02	Traffic Signal Conduit Repl - Engineering - Internal	54,000	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Traffic Signal Conduit Repl - Other Capital Outlay	46,664	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Traffic Signal Controller Rep - Other Capital Equipment	126,000	-	301 301-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	02	Traffic Signal Inter Reconst - Engineering - Internal	18,288	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Traffic Signal Inter Reconst - Other Capital Outlay	201,760	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	ITS Traffic Control Equipment - Engineering - Internal	10,000	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	ITS Traffic Control Equipment - Other Capital Equipment	59,000	-	301 301-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	02	ITS Traffic Control Equipment - Other Capital Outlay	38,000	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Signalization Program - Engineering - Internal	5,000	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Signalization Program - Other Capital Outlay	41,825	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Traffic Signal Vehicle Detect - Engineering - Internal	10,000	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Traffic Signal Vehicle Detect - Other Capital Equipment	67,886	-	301 301-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	02	LED Re-lamp Schedule - Engineering - Internal	3,000	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	LED Re-lamp Schedule - Other Capital Equipment	40,350	-	301 301-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	02	Surge&ground impr at signals - Other Capital Equipment	3,000	-	301 301-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	02	Surge&ground impr at signals - Other Capital Outlay	39,648	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Street Camera Installation - Other Capital Equipment	132,675	-	301 301-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	02	Street Camera Installation - Other Capital Outlay	4,214	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Broadband Acceleration/access - Engineering - Internal	50,000	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Broadband Acceleration/access - Other Capital Outlay	150,000	-	301 301-55-0000-76-750-5570-00-02-67990	C/O

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund GL	Explanation
Engineering	76	02	Inet Fiber Build Out - Engineering - Internal	8,749	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Inet Fiber Build Out - Other Capital Equipment	10,000	-	301 301-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	02	Inet Fiber Build Out - Other Capital Outlay	90,654	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
TOTAL STREET CONSTRUCTION FUND				15,468,050	13,553,486		
SALES TAX INCREMENT CONSTRUCTION FUND							
Engineering	76	02	Water Plant Flood Protection System - State Grants	-	125,000	303 303-55-0000-76-750-5570-05-02-44400	C/O
Engineering	76	02	Water Plant Flood Protection System - Engineering - Internal	125,000	-	303 303-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Bee Branch Trail Connect - Other Capital Outlay	42,730	-	303 303-55-0000-76-750-5570-00-02-67990	Adjust to Actual
Engineering	76	02	Bee Branch Trail Connect - State Grants	-	214,588	303 303-55-0000-76-750-5570-05-02-44400	New Grant
Engineering	76	02	Bee Branch Trail Connect - Other Capital Outlay	308,471	-	303 303-55-0000-76-750-5570-00-02-67990	New Grant
Engineering	76	02	Bee Branch Gate&pump replc - Federal Grants	-	4,145,948	303 303-55-0000-76-750-5570-05-02-44000	C/O
Engineering	76	02	Bee Branch Gate&pump replc - Other Capital Outlay	3,376,062	-	303 303-55-0000-76-750-5570-00-02-67990	C/O
Engineering	82	02	FLOOD CONTROL MAINT FACILITY - Other Capital Outlay	639,233	-	303 303-55-0000-82-865-5570-00-02-67990	C/O
TOTAL SALES TAX INCREMENT CONSTRUCTION FUND				4,491,496	4,485,536		
SALES TAX FUND (20%)							
Fire	76	02	Outdoor Warning Siren Service - Other Capital Equipment	1,237	-	304 304-13-0000-76-750-1370-00-02-67270	Adjust to Actual
Fire	76	02	Outdoor Warning Siren Service - Other Capital Equipment	43,824	-	304 304-13-0000-76-750-1370-00-02-67270	C/O
Fire	76	02	Station 6 Roof/tuck repairs - Buildings	19,346	-	304 304-13-0000-76-750-1370-00-02-67500	Adjust to Actual
Fire	76	02	Station 6 Roof/tuck repairs - Engineering - Internal	8,000	-	304 304-13-0000-76-750-1370-00-02-64075	C/O
Fire	76	02	Station 6 Roof/tuck repairs - Other Professional Service	4,907	-	304 304-13-0000-76-750-1370-00-02-64900	C/O
Fire	76	02	Station 6 Roof/tuck repairs - Buildings	161,082	-	304 304-13-0000-76-750-1370-00-02-67500	C/O
Fire	76	02	HVAC replcmnt Fire HQ - Buildings	10,187	-	304 304-13-0000-76-750-1370-00-02-67500	Adjust to Actual
Fire	76	02	HVAC replcmnt Fire HQ - Buildings	111,711	-	304 304-13-0000-76-750-1370-00-02-67500	Adjust to Actual
Fire	76	02	HVAC replcmnt Fire HQ - Engineering - Internal	200,000	-	304 304-13-0000-76-750-1370-00-02-64075	C/O
Fire	76	02	HVAC replcmnt Fire HQ - Buildings	786,038	-	304 304-13-0000-76-750-1370-00-02-67500	C/O
Fire	76	02	Fire Station Exhaust Systems - Other Capital Equipment	55,752	-	304 304-13-0000-76-750-1370-00-02-67270	C/O
Fire	76	02	BLDG MAINT AT STATION 3 - Buildings	14,378	-	304 304-13-0000-76-750-1370-00-02-67500	C/O
Fire	76	02	Ladder Truck & Pumper Replacement - Heavy Equipment	332	-	304 304-13-0000-76-750-1370-00-02-67230	Adjust to Actual
Fire	76	02	Ladder Truck & Pumper Replacement - Heavy Equipment	19,668	-	304 304-13-0000-76-750-1370-00-02-67230	C/O
Fire	76	02	Fire Boat Replacement - Heavy Equipment	8,220	-	304 304-13-0000-76-750-1370-00-02-67230	Adjust to Actual
Fire	76	02	Fire Boat Replacement - Heavy Equipment	6,343	-	304 304-13-0000-76-750-1370-00-02-67230	C/O
Fire	76	02	Fire Department Bunk Room Remodel - Buildings	137,564	-	304 304-13-0000-76-750-1370-00-02-67500	Adjust to Actual
Fire	76	02	Fire Department Bunk Room Remodel - Engineering - Outsourced	93,499	-	304 304-13-0000-76-750-1370-00-02-64070	C/O
Fire	76	02	Fire Department Bunk Room Remodel - Engineering - Internal	100,000	-	304 304-13-0000-76-750-1370-00-02-64075	C/O
Fire	76	02	Fire Department Bunk Room Remodel - Buildings	435,082	-	304 304-13-0000-76-750-1370-00-02-67500	C/O
Fire	76	02	All Fire Stations - Tuck Pointing, - Buildings	119,857	-	304 304-13-0000-76-750-1370-00-02-67500	Adjust to Actual
Fire	76	02	All Fire Stations - Tuck Pointing, - Buildings	77,527	-	304 304-13-0000-76-750-1370-00-02-67500	C/O
Fire	76	02	Fire Administration Office Update - Buildings	79,785	-	304 304-13-0000-76-750-1370-00-02-67500	Adjust to Actual
Fire	76	02	Fire Administration Office Update - Engineering - Outsourced	29,996	-	304 304-13-0000-76-750-1370-00-02-64070	C/O
Fire	76	02	Fire Administration Office Update - Buildings	243,771	-	304 304-13-0000-76-750-1370-00-02-67500	C/O
Fire	76	02	Station 6 Off Street Parking Lot - Other Capital Outlay	57,900	-	304 304-13-0000-76-750-1370-00-02-67990	C/O
Fire	76	02	Community AED Implementation - Legal	1,010	-	304 304-13-0000-76-750-1370-00-02-64110	Adjust to Actual
Fire	76	02	Community AED Implementation - Legal	21,348	-	304 304-13-0000-76-750-1370-00-02-64110	C/O
Fire	76	02	2027 Fire Engine Replacement - 1907 - Proceeds from GO Debt	-	507,280	304 304-13-0000-76-750-1370-03-02-48200	Adjust to Actual
Fire	76	02	2027 Fire Engine Replacement - 1907 - Heavy Equipment	900,000	-	304 304-13-0000-76-750-1370-00-02-67230	Adjust to Actual
Fire	76	02	2028 Fire Engine Replacement - 1905 - Proceeds from GO Debt	-	950,000	304 304-13-0000-76-750-1370-03-02-48200	Adjust to Actual
Fire	76	02	2028 Fire Engine Replacement - 1905 - Heavy Equipment	950,000	-	304 304-13-0000-76-750-1370-00-02-67230	Adjust to Actual
Fire	76	02	Capital Projects - Other Capital Outlay	37,924	-	304 304-13-0000-76-750-1370-00-02-67990	Adjust to Actual
Ice Center	76	02	Ice Arena - Emergency Light and Ven - Internal Service Charge	5,000	-	304 304-28-0000-76-750-2870-00-02-64004	C/O
Ice Center	76	02	Ice Arena - Emergency Light and Ven - Buildings	69,000	-	304 304-28-0000-76-750-2870-00-02-67500	C/O
Ice Center	76	02	Ice Center Generator - Other Professional Service	25,000	-	304 304-28-0000-76-750-2870-00-02-64900	C/O
Ice Center	76	02	Ice Center Generator - Other Capital Equipment	250,000	-	304 304-28-0000-76-750-2870-00-02-67270	C/O
Ice Center	76	02	Ice Center Generator - Buildings	26,097	-	304 304-28-0000-76-750-2870-00-02-67500	C/O
Ice Center	76	02	Ice Center Generator - Buildings	25,000	-	304 304-28-0000-76-750-2870-00-02-67500	C/O
Ice Center	76	02	Ice Center Dehumidification - Other Capital Outlay	110,000	-	304 304-28-0000-76-750-2870-00-02-67990	Adjust to Actual
Ice Center	76	02	Ice Center Dehumidification - Engineering - Outsourced	12,500	-	304 304-28-0000-76-750-2870-00-02-64070	C/O
Ice Center	76	02	Ice Center Dehumidification - Buildings	23,575	-	304 304-28-0000-76-750-2870-00-02-67500	C/O
Ice Center	76	02	Ice Center Safety Improvement - Services Other Depts	2,320	-	304 304-28-0000-76-750-2870-00-02-64005	C/O
Ice Center	76	02	Ice Center Safety Improvement - Buildings	58,000	-	304 304-28-0000-76-750-2870-00-02-67500	C/O
Ice Center	76	02	Ice Center Concession Upgrade - Services Other Depts	6,800	-	304 304-28-0000-76-750-2870-00-02-64005	C/O
Ice Center	76	02	Ice Center Mechanical System - Engineering - Outsourced	60,000	-	304 304-28-0000-76-750-2870-00-02-64070	C/O
Ice Center	76	02	Ice Center 2nd Generator - Other Capital Outlay	225,000	-	304 304-28-0000-76-750-2870-00-02-67990	Adjust to Actual
Parks Division	76	02	Comprehensive Parks Masterplan - Other Professional Service	21,315	-	304 304-30-0000-76-750-3070-00-02-64900	C/O
Parks Division	76	02	Street Tree Program - Tree Maintenance	42,166	-	304 304-30-0000-76-750-3070-00-02-63230	C/O

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund GL	Explanation
Parks Division	76	02	Street Tree Program - Other Contractual Service	66,115	-	304 304-30-0000-76-750-3070-00-02-64990	C/O
Parks Division	76	02	Shiras Pavilion Renovation - Buildings	97,000	-	304 304-30-0000-76-750-3070-00-02-67500	Adjust to Actual
Parks Division	76	02	Resurface Tennis Courts - Other Capital Outlay	492,000	-	304 304-30-0000-76-750-3070-00-02-67990	Adjust to Actual
Parks Division	76	02	Resurface Tennis Courts - Salaries-Regular Full Time	30,000	-	304 304-30-0000-76-750-3070-00-02-60100	Adjust to Actual
Parks Division	76	02	Parks-Replace security lights - Other Equipment	3,422	-	304 304-30-0000-76-750-3070-00-02-65050	C/O
Parks Division	76	02	MADISON PARK - Services Other Depts	20,700	-	304 304-30-0000-76-750-3070-00-02-64005	Adjust to Actual
Parks Division	76	02	MADISON PARK - Other Capital Equipment	87,500	-	304 304-30-0000-76-750-3070-00-02-67270	Adjust to Actual
Parks Division	76	02	MADISON PARK - Services Other Depts	3,300	-	304 304-30-0000-76-750-3070-00-02-64005	C/O
Parks Division	76	02	MADISON PARK - Other Contractual Service	10,000	-	304 304-30-0000-76-750-3070-00-02-64990	C/O
Parks Division	76	02	MADISON PARK - Other Capital Equipment	72,500	-	304 304-30-0000-76-750-3070-00-02-67270	C/O
Parks Division	76	02	Murphy Play Equipment - Other Capital Equipment	62,868	-	304 304-30-0000-76-750-3070-00-02-67270	C/O
Parks Division	76	02	Gay Park- Replace Play Unit - Engineering - Outsourced	24,000	-	304 304-30-0000-76-750-3070-00-02-64070	Adjust to Actual
Parks Division	76	02	Gay Park- Replace Play Unit - Other Capital Equipment	142,794	-	304 304-30-0000-76-750-3070-00-02-67270	Adjust to Actual
Parks Division	76	02	Gay Park- Replace Play Unit - Salaries-Regular Full Time	10,000	-	304 304-30-0000-76-750-3070-00-02-60100	Adjust to Actual
Parks Division	76	02	Gay Park- Replace Play Unit - Other Capital Equipment	79,942	-	304 304-30-0000-76-750-3070-00-02-67270	C/O
Parks Division	76	02	Gay Park- Replace Play Unit - Other Capital Outlay	10,000	-	304 304-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	02	Bunker Building Remediation - Other Capital Equipment	9,142	-	304 304-30-0000-76-750-3070-00-02-67270	C/O
Parks Division	76	02	HAM HOUSE - PAINT - Buildings	391	-	304 304-30-0000-76-750-3070-00-02-67500	Adjust to Actual
Parks Division	76	02	HAM HOUSE - PAINT - Buildings	28,874	-	304 304-30-0000-76-750-3070-00-02-67500	C/O
Civic Center	76	02	Five Flags Building Impr - Buildings	454,341	-	304 304-32-0000-76-750-3270-00-02-67500	Adjust to Actual
Civic Center	76	02	Theater-Plaster Restoration - Services Other Depts	12,000	-	304 304-32-0000-76-750-3270-00-02-64005	C/O
Civic Center	76	02	Theater-Plaster Restoration - Buildings	200,000	-	304 304-32-0000-76-750-3270-00-02-67500	C/O
Civic Center	76	02	ARENA CHAIRS - Buildings	22	-	304 304-32-0000-76-750-3270-00-02-67500	Adjust to Actual
Civic Center	76	02	ARENA CHAIRS - Buildings	48,434	-	304 304-32-0000-76-750-3270-00-02-67500	C/O
Civic Center	76	02	Accessibility Bldg Modifi - Buildings	11,586	-	304 304-32-0000-76-750-3270-00-02-67500	C/O
Civic Center	76	02	Accessibility Bldg Modifi - Buildings	(11,586)	-	304 304-32-0000-76-750-3270-00-02-67500	Shift to 3249900018
Civic Center	76	02	CSL Int Five Flags Management Advis - Other Professional Service	11,586	-	304 304-32-0000-76-750-3270-00-02-64900	Shift from 3249900017
Conference Center	76	02	GRC ENERGY EFFICIENCY IMP - Technology Equipment	84,678	-	304 304-33-0000-76-750-3370-00-02-65045	C/O
Conference Center	76	02	GRC ENERGY EFFICIENCY IMP - Technology Equipment	22	-	304 304-33-0000-76-750-3370-00-02-65045	C/O
Conference Center	76	02	AUDIO-VIS & SOUND EQUIP - Other Professional Service	3,000	-	304 304-33-0000-76-750-3370-00-02-64900	C/O
Recreation Division	76	02	Flora & Sutton Pool Tank Resurfacin - Other Capital Outlay	139,380	-	304 304-34-0000-76-750-3470-00-02-67990	C/O
Recreation Division	76	02	Sutton Pool - Operational Projects - Other Capital Outlay	65,000	-	304 304-34-0000-76-750-3470-00-02-67990	C/O
Public Works	76	02	Ice Harbor Gates Fender Repl - Other Capital Outlay	331,507	-	304 304-54-0000-76-750-5470-00-02-67990	C/O
Engineering	76	02	Sidewalk Financial Assist - Payments to Other Agencies	12,451	-	304 304-55-0000-76-750-5570-00-02-64130	C/O
Engineering	76	02	Street Light Replacement - Other Capital Outlay	11,750	-	304 304-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	RIVERFRONT LEASEHOLD IMPR - Other Capital Outlay	275,000	-	304 304-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Harbor Area Maintenance - Iowa Dept of Natural Resources	-	170,100	304 304-55-0000-76-750-5570-00-02-44500	New Grant
Engineering	76	02	Harbor Area Maintenance - Contrib - Private Sources	-	100,000	304 304-55-0000-76-750-5570-00-02-47050	New Grant
Engineering	76	02	Harbor Area Maintenance - Other Capital Outlay	270,100	-	304 304-55-0000-76-750-5570-00-02-67990	New Grant
Engineering	76	02	MFC - HVAC roof access equip - Engineering - Internal	5,500	-	304 304-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	MFC - HVAC roof access equip - Other Professional Service	12,000	-	304 304-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	02	MFC - HVAC roof access equip - Buildings	70,000	-	304 304-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	02	MFC Building Stabilization - Engineering - Internal	7,000	-	304 304-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	MFC Building Stabilization - Other Professional Service	9,451	-	304 304-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	02	MFC Building Stabilization - Buildings	58,500	-	304 304-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	02	City Hall Maintenance - Engineering - Internal	12,500	-	304 304-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	City Hall Maintenance - Other Professional Service	16,000	-	304 304-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	02	City Hall Maintenance - Buildings	75,428	-	304 304-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	02	City Hall HVAC Control Exp - Engineering - Internal	4,015	-	304 304-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	City Hall HVAC Control Exp - Other Professional Service	7,150	-	304 304-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	02	Cty Facility Security Upgrade - Other Professional Service	32,500	-	304 304-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	02	Cty Facility Security Upgrade - Technology Equipment	68,124	-	304 304-55-0000-76-750-5570-00-02-65045	C/O
Engineering	76	02	Cty Facility Security Upgrade - Buildings	38,722	-	304 304-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	02	City Hall Remodeling - Buildings	11,926	-	304 304-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	02	City Hall Annex Maint - Buildings	47,217	-	304 304-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	02	Dilapidated Bdg Assess - Other Professional Service	23,575	-	304 304-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	02	City Hall North Basement Wall Water - Buildings	50,000	-	304 304-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	02	MFC Tuckpointing - Other Professional Service	3,200	-	304 304-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	02	MFC Tuckpointing - Buildings	7,606	-	304 304-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	02	Old Engine House Building Envelope - Engineering - Internal	3,200	-	304 304-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Old Engine House Building Envelope - Other Professional Service	6,000	-	304 304-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	02	Old Engine House Building Envelope - Buildings	31,500	-	304 304-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	02	Federal Building Drainage Imp - Engineering - Internal	41,747	-	304 304-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Federal Building Drainage Imp - Other Professional Service	10,000	-	304 304-55-0000-76-750-5570-00-02-64900	C/O

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund GL	Explanation
Engineering	76	02	Federal Building Drainage Imp - Other Capital Outlay	229,624	-	304 304-55-0000-76-750-5570-00-02-67990	C/O
Economic Development	76	02	South Port Master Plan Impl - Other Capital Outlay	45,000	-	304 304-60-0000-76-750-6070-00-02-67990	C/O
Communications Office	76	02	Aerial Orthophotography - Other Professional Service	(82,500)	-	304 304-69-0000-76-750-6970-00-02-64900	Shift to 7769900018
City Manager's Office	76	02	ENRGY EFFICI REVOL FUND - Loans	15,873	-	304 304-72-0000-76-750-7270-00-02-64134	C/O
Finance	76	02	Computer System Upgrade - Technology Equipment	8,710	-	304 304-74-0000-76-750-7470-00-02-65045	Adjust to Actual
Finance	76	02	Computer System Upgrade - Technology Equipment	400,175	-	304 304-74-0000-76-750-7470-00-02-65045	C/O
Information Technology	76	02	Network Switch Replacement - Technology Equipment	43,768	-	304 304-77-0000-76-750-7770-00-02-65045	C/O
Information Technology	76	02	Capital Projects - Other Professional Service	82,500	-	304 304-77-0000-76-750-7770-00-02-64900	Shift from 6969900001
TOTAL SALES TAX FUND				10,263,891	1,727,380		
GENERAL CONSTRUCTION FUND							
Parks Division	76	02	JACKSON PARK RESTROOMS - Buildings	249,029	-	305 305-30-0000-76-750-3070-00-02-67500	C/O
Parks Division	76	02	JACKSON PARK RESTROOMS - Buildings	1,768	-	305 305-30-0000-76-750-3070-00-02-67500	C/O
Parks Division	76	02	JACKSON PARK AMENITIES - Other Capital Outlay	310,026	-	305 305-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	02	JACKSON PARK AMENITIES - Other Capital Outlay	1,613	-	305 305-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	02	TOWN CLOCK IMPROVEMENTS - Engineering - Outsourced	4,854	-	305 305-30-0000-76-750-3070-00-02-64070	C/O
Parks Division	76	02	TOWN CLOCK IMPROVEMENTS - Other Capital Outlay	76,043	-	305 305-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	02	TOWN CLOCK IMPROVEMENTS - Other Capital Outlay	222	-	305 305-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	02	Re-imagine Comiskey - Other Professional Service	7,253	-	305 305-30-0000-76-750-3070-00-02-64900	C/O
Parks Division	76	02	Re-imagine Comiskey - State Grants	-	1,980,699	305 305-30-0000-76-750-3070-05-02-44400	New Grant
Parks Division	76	02	Re-imagine Comiskey - Other Capital Outlay	1,980,699	-	305 305-30-0000-76-750-3070-00-02-67990	New Grant
Parks Division	76	02	Re-imagine Comiskey - Other Capital Outlay	6,850	-	305 305-30-0000-76-750-3070-00-02-67990	Shift from 3049900007
Parks Division	76	02	COMISKEY LANDSCAPE - Other Capital Outlay	6,850	-	305 305-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	02	COMISKEY LANDSCAPE - Other Capital Outlay	(6,850)	-	305 305-30-0000-76-750-3070-00-02-67990	Shift to 3049900001
Parks Division	76	02	Chaplain Schmitt Island - Iowa Amph - Other Professional Service	(1,003,996)	-	305 305-30-0000-76-750-3070-00-02-64900	Shift to 5575000022
Civic Center	76	02	Five Flags Building Impr - Other Professional Service	31,062	-	305 305-32-0000-76-750-3270-00-02-64900	Adjust to Actual
Civic Center	76	02	Five Flags Building Impr - Other Capital Outlay	71,253	-	305 305-32-0000-76-750-3270-00-02-67990	Adjust to Actual
Civic Center	76	02	Five Flags Building Impr - Other Professional Service	574,975	-	305 305-32-0000-76-750-3270-00-02-64900	C/O
Conference Center	76	02	Replace Carpet - Engineering - Outsourced	4,780	-	305 305-33-0000-76-750-3370-00-02-64070	C/O
Conference Center	76	02	Replace Carpet - Other Professional Service	1,732	-	305 305-33-0000-76-750-3370-00-02-64900	C/O
Conference Center	76	02	Replace Carpet - Buildings	202,155	-	305 305-33-0000-76-750-3370-00-02-67500	C/O
Conference Center	76	02	Market Study and Assess - Engineering - Internal	45,922	-	305 305-33-0000-76-750-3370-00-02-64075	C/O
Conference Center	76	02	Roof Restoration - Internal Service Charge	7,000	-	305 305-33-0000-76-750-3370-00-02-64004	C/O
Conference Center	76	02	Roof Restoration - Buildings	70,000	-	305 305-33-0000-76-750-3370-00-02-67500	C/O
Conference Center	76	02	Public Restroom Remodels - Internal Service Charge	19,500	-	305 305-33-0000-76-750-3370-00-02-64004	C/O
Conference Center	76	02	Public Restroom Remodels - Engineering - Outsourced	7,500	-	305 305-33-0000-76-750-3370-00-02-64070	C/O
Conference Center	76	02	Public Restroom Remodels - Buildings	293,345	-	305 305-33-0000-76-750-3370-00-02-67500	C/O
Parking Division	76	02	Municipal Parking Lot Maint - Engineering - Internal	18,000	-	305 305-46-0000-76-750-4670-00-02-64075	C/O
Parking Division	76	02	Municipal Parking Lot Maint - Other Capital Outlay	78,318	-	305 305-46-0000-76-750-4670-00-02-67990	C/O
Parking Division	76	02	Parking Ramp Maintenance - Other Professional Service	6,335	-	305 305-46-0000-76-750-4670-00-02-64900	Adjust to Actual
Parking Division	76	02	Parking Ramp Maintenance - Proceeds from GO Debt	-	5,611,490	305 305-46-0000-76-750-4670-03-02-48200	C/O
Parking Division	76	02	Parking Ramp Maintenance - Engineering - Internal	95,000	-	305 305-46-0000-76-750-4670-00-02-64075	C/O
Parking Division	76	02	Parking Ramp Maintenance - Other Professional Service	330,678	-	305 305-46-0000-76-750-4670-00-02-64900	C/O
Parking Division	76	02	Parking Ramp Maintenance - Buildings	6,125,116	-	305 305-46-0000-76-750-4670-00-02-67500	C/O
Parking Division	76	02	Smart Parking System - Other Capital Outlay	8,978	-	305 305-46-0000-76-750-4670-00-02-67990	Adjust to Actual
Parking Division	76	02	Smart Parking System - Other Capital Outlay	867	-	305 305-46-0000-76-750-4670-00-02-67990	Adjust to Actual
Parking Division	76	02	Smart Parking System - Other Capital Outlay	56,637	-	305 305-46-0000-76-750-4670-00-02-67990	Adjust to Actual
Parking Division	76	02	Smart Parking System - Engineering - Internal	65,516	-	305 305-46-0000-76-750-4670-00-02-64075	C/O
Parking Division	76	02	Smart Parking System - Other Professional Service	268,074	-	305 305-46-0000-76-750-4670-00-02-64900	C/O
Parking Division	76	02	Smart Parking System - Other Capital Outlay	2,232,183	-	305 305-46-0000-76-750-4670-00-02-67990	C/O
Parking Division	76	02	Port of Dubuque Parking Lot Resurfa - Engineering - Internal	60,000	-	305 305-46-0000-76-750-4670-00-02-64075	C/O
Parking Division	76	02	Port of Dubuque Parking Lot Resurfa - Other Capital Outlay	525,000	-	305 305-46-0000-76-750-4670-00-02-67990	C/O
Transit Division	76	02	BUS DC CHARGING STATION - Federal Grants	-	79,000	305 305-53-0000-76-750-5370-05-02-44000	C/O
Engineering	76	02	East-West Corridor Capacity - Engineering - Internal	18,962	-	305 305-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	14th Street Overpass - Engineering - Internal	57,106	-	305 305-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	14th Street Overpass - Consulting Engineers	1,931,732	-	305 305-55-0000-76-750-5570-00-02-64850	C/O
Engineering	76	02	SOUTH PORT REDEVELOPMENT - Proceeds from GO Debt	-	457,000	305 305-55-0000-76-750-5570-03-02-48200	C/O
Engineering	76	02	SOUTH PORT REDEVELOPMENT - Engineering - Internal	70,041	-	305 305-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	SOUTH PORT REDEVELOPMENT - Other Capital Outlay	412,222	-	305 305-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	SOUTH PORT REDEVELOPMENT - Proceeds from GO Debt	-	(457,000)	305 305-55-0000-76-750-5570-03-02-48200	Shift to 5529900005
Engineering	76	02	SOUTH PORT REDEVELOPMENT - Engineering - Internal	(70,041)	-	305 305-55-0000-76-750-5570-00-02-64075	Shift to 5529900005
Engineering	76	02	SOUTH PORT REDEVELOPMENT - Other Capital Outlay	(412,222)	-	305 305-55-0000-76-750-5570-00-02-67990	Shift to 5529900005
Engineering	76	02	3rd Main Chamber Ext Patio Repair - Engineering - Internal	19,886	-	305 305-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	3rd Main Chamber Ext Patio Repair - Buildings	167,195	-	305 305-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	02	Street Light Replacement - Engineering - Internal	5,000	-	305 305-55-0000-76-750-5570-00-02-64075	C/O

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund GL	Explanation
Engineering	76	02	Street Light Replacement - Other Capital Outlay	184,762	-	305 305-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Dwntwn St Light Replacmnt - Other Capital Equipment	2,994	-	305 305-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	02	LED Streetlight Retrofit - Other Capital Equipment	5,224	-	305 305-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	02	DT Security Cameras - Technology Equipment	24,336	-	305 305-55-0000-76-750-5570-00-02-65045	C/O
Engineering	76	02	POD RIVERFRONT DOCK EXP - Engineering - Internal	16,947	-	305 305-55-0000-76-750-5570-00-02-64075	Adjust to Actual
Engineering	76	02	POD RIVERFRONT DOCK EXP - Contrib - Private Sources	-	983,053	305 305-55-0000-76-750-5570-03-02-47050	C/O
Engineering	76	02	POD RIVERFRONT DOCK EXP - Engineering - Outsourced	110,468	-	305 305-55-0000-76-750-5570-00-02-64070	C/O
Engineering	76	02	POD RIVERFRONT DOCK EXP - Engineering - Internal	33,315	-	305 305-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	POD RIVERFRONT DOCK EXP - Other Capital Outlay	1,199,894	-	305 305-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	ABC SUPPLY BUILD DECON - Proceeds from GO Debt	-	457,000	305 305-55-0000-76-750-5570-03-02-48200	Shift from 5521000036
Engineering	76	02	ABC SUPPLY BUILD DECON - Engineering - Internal	70,041	-	305 305-55-0000-76-750-5570-00-02-64075	Shift from 5521000036
Engineering	76	02	ABC SUPPLY BUILD DECON - Other Capital Outlay	412,222	-	305 305-55-0000-76-750-5570-00-02-67990	Shift from 5521000036
Engineering	76	02	ADA Compliance and Facilities Manag - Other Professional Service	(50,000)	-	305 305-55-0000-76-750-5570-00-02-64900	Adjust to Actual
Engineering	76	02	Downtown Bike Lockers - Other Capital Equipment	15,000	-	305 305-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	02	Federal Building Renovation - Engineering - Outsourced	20,000	-	305 305-55-0000-76-750-5570-00-02-64070	C/O
Engineering	76	02	Federal Building Renovation - Engineering - Internal	168,966	-	305 305-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Federal Building Renovation - Other Professional Service	445,819	-	305 305-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	02	Federal Building Renovation - Financial Consultant	3,313,680	-	305 305-55-0000-76-750-5570-00-02-68980	C/O
Engineering	76	02	Federal Building Renovation - Financial Consultant	93,076	-	305 305-55-0000-76-750-5570-00-02-68980	C/O
Engineering	76	02	Federal Building Renovation - Financial Consultant	464	-	305 305-55-0000-76-750-5570-00-02-68980	C/O
Engineering	76	02	City Hall Maintenance - Engineering - Internal	5,000	-	305 305-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	City Hall Maintenance - Buildings	70,000	-	305 305-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	02	MFC - Basement Rehabilitation - Buildings	26,040	-	305 305-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	02	MFC - HVAC Replacement - Buildings	40,000	-	305 305-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	02	MFC 2nd Floor - Buildings	22	-	305 305-55-0000-76-750-5570-00-02-67500	Adjust to Actual
Engineering	76	02	MFC 2nd Floor - Buildings	29	-	305 305-55-0000-76-750-5570-00-02-67500	Adjust to Actual
Engineering	76	02	Iowa Amphitheater on Schmitt Island - Other Professional Service	1,003,996	-	305 305-55-0000-76-750-5570-00-02-64900	Shift from 3049900010
Engineering	76	02	Street Camera Installation - Engineering - Internal	5,000	-	305 305-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Street Camera Installation - Other Capital Equipment	170,760	-	305 305-55-0000-76-750-5570-00-02-67270	C/O
Economic Development	76	02	Central Ave Streetscape Plan - Other Capital Outlay	20,390	-	305 305-60-0000-76-750-6070-00-02-67990	Adjust to Actual
Economic Development	76	02	Central Ave Streetscape Plan - Other Capital Outlay	198,853	-	305 305-60-0000-76-750-6070-00-02-67990	C/O
Economic Development	76	02	Downtown Rehab Grant Program - Grants	200,000	-	305 305-60-0000-76-750-6070-00-02-64135	C/O
Economic Development	76	02	DT Housing Creation Grant - Grants	330,000	-	305 305-60-0000-76-750-6070-00-02-64135	C/O
Economic Development	76	02	Central Ave Housing Loan - Loans	360,000	-	305 305-60-0000-76-750-6070-00-02-64134	C/O
Economic Development	76	02	Green Space HMD - Engineering - Outsourced	94,760	-	305 305-60-0000-76-750-6070-00-02-64070	C/O
Economic Development	76	02	Green Space HMD - Other Capital Outlay	300,000	-	305 305-60-0000-76-750-6070-00-02-67990	C/O
Economic Development	76	02	Incremental Development - Engineering - Internal	150,000	-	305 305-60-0000-76-750-6070-00-02-64075	C/O
City Manager's Office	76	02	Low-Income Solar Pilot Proj - Payments to Other Agencies	20,000	-	305 305-72-0000-76-750-7270-00-02-64130	C/O
Finance	76	02	Computer System Upgrade - Technology Equipment	17,250	-	305 305-74-0000-76-750-7470-00-02-65045	C/O
TOTAL GENERAL CONSTRUCTION FUND				24,113,476	9,111,242		
GOLF CONSTRUCTION FUND							
Recreation Division	76	02	Golf Course Irrigation - Other Capital Outlay	20,000	-	306 306-34-0000-76-750-3470-00-02-67990	C/O
TOTAL GOLF CONSTRUCTION FUND				20,000	-		
AIRPORT CONSTRUCTION FUND							
Airport	76	02	Corporate Hanger Lighting - Buildings	10,100	-	308 308-51-0000-76-750-5170-00-02-67500	C/O
Airport	76	02	Construct Solar PV System - Federal Grants	-	335,149	308 308-51-0000-76-750-5170-90-02-44000	C/O
Airport	76	02	Construct Solar PV System - Federal Grants	-	27,514	308 308-51-0000-76-750-5170-90-02-44000	C/O
Airport	76	02	Construct Solar PV System - Engineering - Outsourced	20,000	-	308 308-51-0000-76-750-5170-00-02-64070	C/O
Airport	76	02	Terminal Geothermal Pump Repl - Federal Grants	-	35,000	308 308-51-0000-76-750-5170-90-02-44000	C/O
Airport	76	02	Terminal Geothermal Pump Repl - Other Capital Equipment	24,910	-	308 308-51-0000-76-750-5170-00-02-67270	C/O
Airport	76	02	Corporate Hangar Maintenance - Federal Grants	-	80,000	308 308-51-0000-76-750-5170-90-02-44000	C/O
Airport	76	02	Corporate Hangar Maintenance - Buildings	84,319	-	308 308-51-0000-76-750-5170-00-02-67500	C/O
Airport	76	02	Reconstruct Taxiway Alpha - Federal Grants	-	14,221,472	308 308-51-0000-76-750-5170-90-02-44000	C/O
Airport	76	02	Reconstruct Taxiway Alpha - Engineering - Outsourced	1,453,121	-	308 308-51-0000-76-750-5170-00-02-64070	C/O
Airport	76	02	Reconstruct Taxiway Alpha - Other Capital Outlay	7,722,198	-	308 308-51-0000-76-750-5170-00-02-67990	C/O
Airport	76	02	PAVEMENT CONDITION INDEX - Federal Grants	-	85,000	308 308-51-0000-76-750-5170-90-02-44000	C/O
Airport	76	02	PAVEMENT CONDITION INDEX - Engineering - Outsourced	85,000	-	308 308-51-0000-76-750-5170-00-02-64070	C/O
Airport	76	02	AIRPORT FENCING/HAZARD ST - Other Capital Outlay	20,066	-	308 308-51-0000-76-750-5170-00-02-67990	C/O
Airport	76	02	AIRPORT STORM DRAIN IMPRO - Buildings	15,000	-	308 308-51-0000-76-750-5170-00-02-67500	C/O
Airport	76	02	AIRPORT ASPHALT REPAIR - Engineering - Internal	8,702	-	308 308-51-0000-76-750-5170-00-02-64075	C/O
Airport	76	02	AIRPORT ASPHALT REPAIR - Other Capital Outlay	17,753	-	308 308-51-0000-76-750-5170-00-02-67990	C/O
Airport	76	02	RELOC EMRGENCY AIRFIELD - Other Capital Outlay	14,986	-	308 308-51-0000-76-750-5170-00-02-67990	C/O
Airport	76	02	Airport Apron - State Grants	-	250,403	308 308-51-0000-76-750-5170-90-02-44400	C/O
Airport	76	02	New Hangars - Other Capital Outlay	14,647	-	308 308-51-0000-76-750-5170-00-02-67990	Adjust to Actual

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund GL	Explanation
Airport	76	02	New Hangars - Federal Grants	-	181,324	308 308-51-0000-76-750-5170-90-02-44000	C/O
Airport	76	02	Terminal Building Exit Lane Modific - State Grants	-	217,101	308 308-51-0000-76-750-5170-90-02-44400	C/O
Airport	76	02	Terminal Building Exit Lane Modific - Other Capital Outlay	399,700	-	308 308-51-0000-76-750-5170-00-02-67990	C/O
Airport	76	02	Terminal Building Modification - Engineering - Outsourced	10,000	-	308 308-51-0000-76-750-5170-00-02-64070	C/O
Airport	76	02	Airfield Runway/Taxiway Marking Imp - State Grants	-	80,275	308 308-51-0000-76-750-5170-05-02-44400	C/O
Airport	76	02	Airfield Runway/Taxiway Marking Imp - Other Capital Outlay	80,275	-	308 308-51-0000-76-750-5170-00-02-67990	C/O
Airport	76	02	Capital Projects - State Grants	-	109,450	308 308-51-0000-76-750-5170-05-02-44400	C/O
Airport	76	02	Capital Projects - Other Professional Service	115,210	-	308 308-51-0000-76-750-5170-00-02-64900	C/O
TOTAL AIRPORT CONSTRUCTION FUND				10,095,987	15,622,688		
WATER CONSTRUCTION FUND							
Water	81	02	SCADA and Communications Imp - Proceeds from SRF	-	200,000	601 601-42-0000-81-810-4270-03-02-48250	C/O
Water	81	02	SCADA and Communications Imp - Engineering - Outsourced	200,000	-	601 601-42-0000-81-810-4270-00-02-64070	C/O
Water	81	02	SCADA and Communications Imp - Technology Equipment	225,606	-	601 601-42-0000-81-810-4270-00-02-65045	C/O
Water	81	02	SCADA and Communications Imp - Other Capital Outlay	1,306,031	-	601 601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	02	Wells/Well Field Rehab - Engineering - Outsourced	181,898	-	601 601-42-0000-81-810-4270-00-02-64070	Adjust to Actual
Water	81	02	Webber Property Phase 1 &2 - Other Capital Outlay	85,035	-	601 601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	02	Webber Property Phase 1 &2 - Other Capital Outlay	(85,305)	-	601 601-42-0000-81-810-4270-00-02-67990	Shift to 4281000070
Water	81	02	Water Meter Replacement - Other Professional Service	590,551	-	601 601-42-0000-81-810-4270-00-02-64900	C/O
Water	81	02	Water Meter Replacement - Other Capital Equipment	111,392	-	601 601-42-0000-81-810-4270-00-02-67270	C/O
Water	81	02	Generator-Park hill&MtCaramel - Engineering - Outsourced	10,000	-	601 601-42-0000-81-810-4270-00-02-64070	C/O
Water	81	02	Generator-Park hill&MtCaramel - Other Capital Outlay	106,373	-	601 601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	02	Water Storage Maintenance - Other Professional Service	137,538	-	601 601-42-0000-81-810-4270-00-02-64900	C/O
Water	81	02	Water main replc-Sewer prog - Other Capital Outlay	192	-	601 601-42-0000-81-810-4270-00-02-67990	Adjust to Actual
Water	81	02	Water main replc-Sewer prog - Other Capital Outlay	330,000	-	601 601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	02	Public lead line water replc - Proceeds from SRF	-	471,199	601 601-42-0000-81-810-4270-03-02-48250	C/O
Water	81	02	Public lead line water replc - Engineering - Outsourced	28,240	-	601 601-42-0000-81-810-4270-00-02-64070	C/O
Water	81	02	Public lead line water replc - Other Capital Outlay	389,792	-	601 601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	02	MAIN EXT TO NEW DEV - Engineering - Internal	463,340	-	601 601-42-0000-81-810-4270-00-02-64075	C/O
Water	81	02	WTP Roof Repair - Other Capital Outlay	309,190	-	601 601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	02	Private Lead Line Replacement Prog - Other Capital Outlay	262,077	-	601 601-42-0000-81-810-4270-00-02-67990	Adjust to Actual
Water	81	02	Private Lead Line Replacement Prog - Proceeds from SRF	-	4,177,354	601 601-42-0000-81-810-4270-03-02-48250	C/O
Water	81	02	Private Lead Line Replacement Prog - Engineering - Outsourced	508,609	-	601 601-42-0000-81-810-4270-00-02-64070	C/O
Water	81	02	Private Lead Line Replacement Prog - Other Capital Outlay	5,162,946	-	601 601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	02	Source Water PFAS Red - Deep Water - Proceeds from SRF	-	2,776,787	601 601-42-0000-81-810-4270-03-02-48250	C/O
Water	81	02	Source Water PFAS Red - Deep Water - Other Capital Outlay	1,769,200	-	601 601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	02	Vehicle 4911 Tandem Dump Truck Repl - Vehicles	174,000	-	601 601-42-0000-81-810-4270-00-02-67100	C/O
Water	81	02	Water Treatment Boiler Replacements - Buildings	8,779	-	601 601-42-0000-81-810-4270-00-02-67500	C/O
Water	81	02	Water Treatment Boiler Replacements - Other Capital Outlay	36,000	-	601 601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	02	Water Treatment Boiler Replacements - Other Capital Outlay	181,898	-	601 601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	02	SWA Main Ext - HWY20 to English Mil - Proceeds from SRF	-	1,618,527	601 601-42-0000-81-810-4270-03-02-48250	C/O
Water	81	02	SWA Main Ext - HWY20 to English Mil - Engineering - Outsourced	108,527	-	601 601-42-0000-81-810-4270-00-02-64070	C/O
Water	81	02	SWA Main Ext - HWY20 to English Mil - Other Capital Outlay	1,510,000	-	601 601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	02	EPP Water Tower Demo - Other Capital Outlay	85,035	-	601 601-42-0000-81-810-4270-00-02-67990	Shift from 4281000011
Water	81	02	Capital Projects - Buildings	94,500	-	601 601-42-0000-81-810-4270-00-02-67500	Adjust to Actual
Finance	81	02	Computer System Upgrade - Technology Equipment	59,057	-	601 601-74-0000-81-810-7470-00-02-65045	C/O
TOTAL WATER CONSTRUCTION FUND				14,350,501	9,243,867		
SANITARY OPERATING FUND							
Public Works	80	01	Sanitary Sewer Maintenance - Vehicles	20,000	-	610 610-54-0000-80-815-5416-00-01-67100	C/O
Public Works	80	01	Sanitary Sewer Maintenance - Small Tools & Equipment	40,000	-	610 610-54-0000-80-815-5416-00-01-65040	C/O
Public Works	80	01	Sanitary Sewer Maintenance - Technology Equipment	(800)	-	610 610-54-0000-80-815-5416-00-01-65045	Shift to 7769900002
Engineering	80	01	Project Engineering - Telecommunications	540	-	610 610-55-5510-80-815-5502-00-01-63730	Shift from Tech Eq
Engineering	80	01	Project Engineering - Technology Equipment	(800)	-	610 610-55-5510-80-815-5502-00-01-65045	Shift to 7769900002
Engineering	80	01	Project Engineering - Technology Equipment	(540)	-	610 610-55-5510-80-815-5502-00-01-65045	Shift to Telecom
TOTAL SANITARY OPERATING FUND				58,400	-		
SANITARY SEWER CONSTRUCTION FUND							
Water Resource & Recovery Center	80	02	HS WASTE RECEIVE & STORE - Proceeds from SRF	-	7,306,669	611 611-43-0000-80-815-4370-03-02-48250	C/O
Water Resource & Recovery Center	80	02	HS WASTE RECEIVE & STORE - Engineering - Outsourced	148,900	-	611 611-43-0000-80-815-4370-00-02-64070	C/O
Water Resource & Recovery Center	80	02	HS WASTE RECEIVE & STORE - Other Capital Outlay	7,174,108	-	611 611-43-0000-80-815-4370-00-02-67990	C/O
Water Resource & Recovery Center	80	02	Boiler #2 - Buildings	10,000	-	611 611-43-0000-80-815-4370-00-02-67500	C/O
Water Resource & Recovery Center	80	02	HVAC Replacement - Engineering - Outsourced	50,000	-	611 611-43-0000-80-815-4370-00-02-64070	C/O
Water Resource & Recovery Center	80	02	HVAC Replacement - Buildings	139,208	-	611 611-43-0000-80-815-4370-00-02-67500	C/O
Water Resource & Recovery Center	80	02	Lift Station SCADA Upgrades - Other Capital Outlay	54,525	-	611 611-43-0000-80-815-4370-00-02-67990	C/O
Water Resource & Recovery Center	80	02	Bar Screen Replacement - Other Capital Outlay	267,353	-	611 611-43-0000-80-815-4370-00-02-67990	C/O
Water Resource & Recovery Center	80	02	Facility Management Plan Update - Engineering - Outsourced	335,079	-	611 611-43-0000-80-815-4370-00-02-64070	C/O

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund GL	Explanation
Water Resource & Recovery Center	80	02	Facility Management Plan Update - Engineering - Internal	15,000	-	611 611-43-0000-80-815-4370-00-02-64075	C/O
Water Resource & Recovery Center	80	02	Industrial Controls Upgrade - Proceeds from SRF	-	1,100,000	611 611-43-0000-80-815-4370-03-02-48250	C/O
Water Resource & Recovery Center	80	02	Industrial Controls Upgrade - Engineering - Outsourced	150,000	-	611 611-43-0000-80-815-4370-00-02-64070	C/O
Water Resource & Recovery Center	80	02	Industrial Controls Upgrade - Engineering - Internal	10,000	-	611 611-43-0000-80-815-4370-00-02-64075	C/O
Water Resource & Recovery Center	80	02	Industrial Controls Upgrade - Other Capital Outlay	853,227	-	611 611-43-0000-80-815-4370-00-02-67990	C/O
Water Resource & Recovery Center	80	02	Dec WRRRC Incident - Insurance Settlements	-	716,000	611 611-43-0000-80-815-4370-03-02-47200	Adjust to Actual
Water Resource & Recovery Center	80	02	Dec WRRRC Incident - Insurance Settlements	-	3,284,000	611 611-43-0000-80-815-4370-03-02-47200	Adjust to Actual
Water Resource & Recovery Center	80	02	Dec WRRRC Incident - Meetings & Conferences	193	-	611 611-43-0000-80-815-4370-00-02-62400	Adjust to Actual
Water Resource & Recovery Center	80	02	Dec WRRRC Incident - Equipment Maint/Repair	610,142	-	611 611-43-0000-80-815-4370-00-02-63400	Adjust to Actual
Water Resource & Recovery Center	80	02	Dec WRRRC Incident - Engineering - Outsourced	86,129	-	611 611-43-0000-80-815-4370-00-02-64070	Adjust to Actual
Water Resource & Recovery Center	80	02	Dec WRRRC Incident - Engineering - Internal	3,488	-	611 611-43-0000-80-815-4370-00-02-64075	Adjust to Actual
Water Resource & Recovery Center	80	02	Dec WRRRC Incident - Technology Equipment	5,138	-	611 611-43-0000-80-815-4370-00-02-65045	Adjust to Actual
Water Resource & Recovery Center	80	02	Dec WRRRC Incident - Buildings	10,908	-	611 611-43-0000-80-815-4370-00-02-67500	Adjust to Actual
Water Resource & Recovery Center	80	02	Dec WRRRC Incident - Buildings	3,084,000	-	611 611-43-0000-80-815-4370-00-02-67500	Adjust to Actual
Water Resource & Recovery Center	80	02	UV System Cable & Harness Replaceme - Other Capital Equipment	(36,455)	-	611 611-43-0000-80-815-4370-00-02-67270	Adjust to Actual
Public Works	80	02	Combination Jet/Vac Sewer Maintenanc - Other Capital Equipment	360,000	-	611 611-54-0000-80-815-5470-00-02-67270	C/O
Engineering	80	02	Sanitary Sewer Lining Program - Other Capital Outlay	(100,000)	-	611 611-55-0000-80-815-5570-00-02-67990	Adjust to Actual
Engineering	76	02	Old Mill Road Lift Station - Other Capital Outlay	(6,301,053)	-	611 611-55-0000-76-750-5570-00-02-67990	Adjust to Actual
Engineering	80	02	Old Mill Road Lift Station - Proceeds from SRF	-	15,214,438	611 611-55-0000-80-815-5570-80-02-48250	C/O
Engineering	76	02	Auburn&Custer Sewer Reconst - Other Capital Outlay	85,000	-	611 611-55-0000-76-750-5570-00-02-67990	C/O
Engineering	80	02	Auburn&Custer Sewer Reconst - Engineering - Internal	15,000	-	611 611-55-0000-80-815-5570-00-02-64075	C/O
Engineering	80	02	Auburn&Custer Sewer Reconst - Other Contractual Service	301,799	-	611 611-55-0000-80-815-5570-00-02-64990	C/O
Engineering	80	02	Granger Creek Lift St Improv - Federal Grants	-	920,325	611 611-55-0000-80-815-5570-03-02-44000	C/O
Engineering	80	02	Granger Creek Lift St Improv - Proceeds from SRF	-	2,098,708	611 611-55-0000-80-815-5570-80-02-48250	C/O
Engineering	80	02	Granger Creek Lift St Improv - Other Contractual Service	360,081	-	611 611-55-0000-80-815-5570-00-02-64990	C/O
Engineering	80	02	Force Main Stabilization - Proceeds from SRF	-	1,524,161	611 611-55-0000-80-815-5570-80-02-48250	C/O
Engineering	80	02	Force Main Stabilization - Other Contractual Service	13,515	-	611 611-55-0000-80-815-5570-00-02-64990	C/O
Engineering	80	02	I&I REDUCTION PROGRAM - Other Contractual Service	28,664	-	611 611-55-0000-80-815-5570-00-02-64990	C/O
Engineering	80	02	CEDAR/TERM ASSESSMENTS - Engineering - Outsourced	742	-	611 611-55-0000-80-815-5570-00-02-64070	Adjust to Actual
Engineering	80	02	CEDAR/TERM ASSESSMENTS - Other Contractual Service	746	-	611 611-55-0000-80-815-5570-00-02-64990	Adjust to Actual
Engineering	80	02	CEDAR/TERM ASSESSMENTS - Proceeds from SRF	-	1,000,000	611 611-55-0000-80-815-5570-80-02-48250	C/O
Engineering	80	02	CEDAR/TERM ASSESSMENTS - Engineering - Outsourced	237,000	-	611 611-55-0000-80-815-5570-00-02-64070	C/O
Engineering	80	02	CEDAR/TERM ASSESSMENTS - Other Contractual Service	1,000,000	-	611 611-55-0000-80-815-5570-00-02-64990	C/O
Engineering	80	02	CEDAR/TERM ASSESSMENTS - Other Contractual Service	289,079	-	611 611-55-0000-80-815-5570-00-02-64990	C/O
Engineering	76	02	TWIN RIDGE LIFT ST ABANDO - Other Capital Outlay	210,632	-	611 611-55-0000-76-750-5570-00-02-67990	C/O
Engineering	80	02	TWIN RIDGE LIFT ST ABANDO - Proceeds from SRF	-	326,601	611 611-55-0000-80-815-5570-80-02-48250	C/O
Engineering	76	02	Schmitt Island Sanitary Improvement - Other Capital Outlay	2,399,960	-	611 611-55-0000-76-750-5570-00-02-67990	C/O
Engineering	80	02	Schmitt Island Sanitary Improvement - Engineering - Internal	115,970	-	611 611-55-0000-80-815-5570-00-02-64075	C/O
Engineering	80	02	Catfish Creek Watershed -South Fork - Engineering - Internal	(8,013)	-	611 611-55-0000-80-815-5570-00-02-64075	Adjust to Actual
Engineering	80	02	Catfish Creek Watershed-Middle Fork - Engineering - Internal	(7,948)	-	611 611-55-0000-80-815-5570-00-02-64075	Adjust to Actual
Engineering	80	02	SW Infiltration&Info Elim Pro - Engineering - Internal	25,415	-	611 611-55-0000-80-815-5570-00-02-64075	C/O
Engineering	80	02	SW Infiltration&Info Elim Pro - Other Capital Outlay	69,200	-	611 611-55-0000-80-815-5570-00-02-67990	C/O
Finance	80	02	Computer System Upgrade - Technology Equipment	165,251	-	611 611-74-0000-80-815-7470-00-02-65045	C/O
Information Technology	80	02	City-wide comp/printer replac - Technology Equipment	1,600	-	611 611-77-0000-80-815-7770-00-02-65045	Shift from Operating
TOTAL SANITARY SEWER CONST FUND				12,233,583	33,490,902		
STORM WATER OPERATING FUND							
Engineering	82	01	Stormwater Operations - Salaries-Regular Full Time	13,108	-	620 620-55-5509-82-865-5507-00-01-60100	Shift from Oth Prof Svc
Engineering	82	01	Stormwater Operations - Technology Equipment	(2,400)	-	620 620-55-5509-82-865-5507-00-01-65045	Shift to 7769900002
Engineering	82	01	Stormwater Operations - Other Professional Service	(13,108)	-	620 620-55-5507-82-865-5507-00-01-64900	Shift to Wages
TOTAL STORM WATER OPERATING FUND				(2,400)	-		
STORM WATER CONSTRUCTION FUND							
Public Works	82	02	Combination Jet/Vac Sewer Maintenanc - Other Capital Equipment	45,000	-	621 621-54-0000-82-865-5470-00-02-67270	C/O
Engineering	82	02	Heeb Street - Engineering - Internal	30,000	-	621 621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	02	Storm Sewer Replacements - Operating Supplies	56,062	-	621 621-55-0000-82-865-5570-00-02-65070	C/O
Engineering	82	02	Catch Basin Reconstruction - Other Capital Outlay	88,000	-	621 621-55-0000-82-865-5570-00-02-67990	C/O
Engineering	82	02	Drain Tile Program - Engineering - Internal	23,231	-	621 621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	02	Drain Tile Program - Other Capital Outlay	100,672	-	621 621-55-0000-82-865-5570-00-02-67990	C/O
Engineering	82	02	Federal Building Drainage Imp - Engineering - Internal	6,000	-	621 621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	02	Federal Building Drainage Imp - Other Capital Outlay	55,000	-	621 621-55-0000-82-865-5570-00-02-67990	C/O
Engineering	82	02	Bee Branch Gate&pump replc - Other Capital Outlay	(4,167,345)	-	621 621-55-0000-82-865-5570-00-02-67990	Adjust to Actual
Engineering	82	02	PERV PAVE BB RR SPONSOR - Proceeds from SRF	-	1,000,000	621 621-55-0000-82-865-5570-03-02-48250	C/O
Engineering	82	02	PERV PAVE BB RR SPONSOR - Engineering - Outsourced	15,000	-	621 621-55-0000-82-865-5570-00-02-64070	C/O
Engineering	82	02	PERV PAVE BB RR SPONSOR - Engineering - Internal	15,000	-	621 621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	02	PERV PAVE BB RR SPONSOR - Other Capital Outlay	563,809	-	621 621-55-0000-82-865-5570-00-02-67990	C/O

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund GL	Explanation
Engineering	82	02	Storm sewer Imprv/Exten - Engineering - Internal	(10,000)	-	621 621-55-0000-82-865-5570-00-02-64075	Adjust to Actual
Engineering	82	02	Storm sewer Imprv/Exten - Other Capital Outlay	(90,000)	-	621 621-55-0000-82-865-5570-00-02-67990	Adjust to Actual
Engineering	82	02	Storm sewer Imprv/Exten - Engineering - Internal	19,005	-	621 621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	02	Storm sewer Imprv/Exten - Other Capital Outlay	116,334	-	621 621-55-0000-82-865-5570-00-02-67990	C/O
Engineering	82	02	Bergfeld Pond Det Basin Outlet Repa - Engineering - Internal	15,865	-	621 621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	02	Bergfeld Pond Det Basin Outlet Repa - Other Capital Outlay	102,483	-	621 621-55-0000-82-865-5570-00-02-67990	C/O
Engineering	82	02	Storm Sewer Outlet Repairs - Other Capital Outlay	40,000	-	621 621-55-0000-82-865-5570-00-02-67990	C/O
Engineering	82	02	24th St Pervious Paver Stabilizatio - Engineering - Outsourced	5,000	-	621 621-55-0000-82-865-5570-00-02-64070	C/O
Engineering	82	02	24th St Pervious Paver Stabilizatio - Engineering - Internal	10,000	-	621 621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	02	24th St Pervious Paver Stabilizatio - Other Capital Outlay	75,000	-	621 621-55-0000-82-865-5570-00-02-67990	C/O
Engineering	82	02	Auburn & Custer Storm Sewer Reconst - Engineering - Outsourced	37,500	-	621 621-55-0000-82-865-5570-00-02-64070	C/O
Engineering	82	02	Auburn & Custer Storm Sewer Reconst - Other Capital Outlay	250,000	-	621 621-55-0000-82-865-5570-00-02-67990	C/O
Engineering	82	02	Flow Meters - Other Capital Outlay	200,000	-	621 621-55-0000-82-865-5570-00-02-67990	Adjust to Actual
Finance	82	02	Computer System Upgrade - Technology Equipment	77,015	-	621 621-74-0000-82-865-7470-00-02-65045	C/O
Information Technology	82	02	City-wide comp/printer replac - Technology Equipment	2,400	-	621 621-77-0000-82-865-7770-00-02-65045	Shift from Operating
TOTAL STORM WATER CONST FUND				(2,318,969)	1,000,000		
PARKING OPERATING FUND							
Parking Division	83	01	Ramps - Technology Equipment	38,709	-	650 650-46-4603-83-830-4602-00-01-65045	C/O
Parking Division	83	01	Ramps - Technology Equipment	46,154	-	650 650-46-4601-83-830-4602-00-01-65045	C/O
Parking Division	83	01	Ramps - Technology Equipment	41,400	-	650 650-46-4604-83-830-4602-00-01-65045	C/O
Parking Division	83	01	Parking Maintenance - Vehicles	60,452	-	650 650-46-0000-83-830-4606-00-01-67100	C/O
Parking Division	83	01	Meter Enforcement - Technology Equipment	6,994	-	650 650-46-0000-83-830-4605-00-01-65045	C/O
TOTAL PARKING OPERATING FUND				193,709	-		
PARKING CONSTRUCTION FUND							
Parking Division	83	02	Port of Dubuque Ramp Maint - Other Capital Outlay	704,580	-	651 651-46-0000-83-830-4670-00-02-67990	C/O
TOTAL PARKING CONSTRUCTION FUND				704,580	-		
REFUSE OPERATING FUND							
Public Works	85	01	Solid Waste Collection - Technology Equipment	(293)	-	670 670-54-5402-85-840-5411-00-01-65045	Shift to 7769900002
TOTAL REFUSE OPERATING FUND				(293)	-		
REFUSE CONSTRUCTION FUND							
Information Technology	85	02	City-wide comp/printer replac - Technology Equipment	293	-	671 671-77-0000-85-840-7770-00-02-65045	Shift from Operating
TOTAL REFUSE CONSTRUCTION FUND				293	-		
TRANSIT OPERATING FUND							
Transit Division	86	01	Intermodal - Technology Equipment	40,426	-	690 690-53-0000-86-850-5302-00-01-65045	C/O
Transit Division	86	01	Administration - Technology Equipment	8,198	-	690 690-53-0000-86-850-5301-00-01-65045	C/O
Transit Division	86	01	Bus Operations - Vehicle Repair - Outsourced	63,632	-	690 690-53-0000-86-850-5303-00-01-63321	C/O
Transit Division	86	01	Administration - Federal Grants	-	12,301	690 690-53-0000-86-850-5301-04-01-44000	C/O
Transit Division	86	01	Bus Operations - Federal Grants	-	19,135	690 690-53-0000-86-850-5303-04-01-44000	C/O
Transit Division	86	01	MiniBus Operations - Federal Grants	-	12,301	690 690-53-0000-86-850-5304-04-01-44000	C/O
Transit Division	86	01	Bus Maintenance - Federal Grants	-	1,822	690 690-53-0000-86-850-5305-04-01-44000	C/O
Transit Division	86	01	Administration - Federal Grants	-	179,851	690 690-53-0000-86-850-5301-04-01-44000	C/O
Transit Division	86	01	Bus Operations - Federal Grants	-	279,768	690 690-53-0000-86-850-5303-04-01-44000	C/O
Transit Division	86	01	MiniBus Operations - Federal Grants	-	179,851	690 690-53-0000-86-850-5304-04-01-44000	C/O
Transit Division	86	01	Bus Maintenance - Federal Grants	-	26,645	690 690-53-0000-86-850-5305-04-01-44000	C/O
TOTAL TRANSIT OPERATING FUND				112,256	711,674		
TRANSIT CONSTRUCTION FUND							
Transit Division	86	02	Bus Replacements - Federal Grants	-	940,114	691 691-53-0000-86-850-5370-05-02-44000	C/O
Transit Division	86	02	Bus Stop Improvements - Other Capital Equipment	85	-	691 691-53-0000-86-850-5370-00-02-67270	Adjust to Actual
Transit Division	86	02	Bus Stop Improvements - Engineering - Internal	10,072	-	691 691-53-0000-86-850-5370-00-02-64075	C/O
Transit Division	86	02	Bus Stop Improvements - Other Capital Outlay	31,194	-	691 691-53-0000-86-850-5370-00-02-67990	C/O
Transit Division	86	02	REPLACE FIXED ROUTE BUSES - Federal Grants	-	46,682	691 691-53-0000-86-850-5370-05-02-44000	C/O
Transit Division	86	02	REPLACE FIXED ROUTE BUSES - Heavy Equipment	488,082	-	691 691-53-0000-86-850-5370-00-02-67230	C/O
Transit Division	86	02	BUS DC CHARGING STATION - Other Capital Outlay	270,701	-	691 691-53-0000-86-850-5370-00-02-67990	C/O
Transit Division	86	02	Areas of Persistent Poverty Grant - Federal Grants	-	225,000	691 691-53-0000-86-850-5370-05-02-44000	New Grant
Transit Division	86	02	Areas of Persistent Poverty Grant - Other Professional Service	250,000	-	691 691-53-0000-86-850-5370-00-02-64900	New Grant
TOTAL TRANSIT CONSTRUCTION FUND				1,050,134	1,211,796		
GARAGE SERVICE FUND							
Public Works	88	02	MSC - Fuel System - Other Capital Outlay	81,294	-	811 811-54-0000-88-899-5470-00-02-67990	C/O
Public Works	88	01	Garage Services - Technology Equipment	(1,786)	-	811 811-54-5403-88-899-5415-00-01-65045	Adjust to Actual
Public Works	88	01	Garage Services - Other Equipment	24,000	-	811 811-54-5403-88-899-5415-00-01-65050	C/O
TOTAL GARAGE SERVICE FUND				103,508	-		
LANDFILL FUND							
Public Works	90	01	Gas Field Well Leachate Pump Proje - Other Capital Equipment	(25,000)	-	950 950-54-5404-90-840-5425-00-01-67270	Shift to Landfill

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund GL	Explanation
Public Works	90	01	Landfill - Technology Equipment	(879)	-	950 950-54-5404-90-840-5419-00-01-65045	Shift to 7769900002
Finance	90	02	Computer System Upgrade - Technology Equipment	52,350	-	950 950-74-0000-90-840-7470-00-02-65045	C/O
Information Technology	90	02	City-wide comp/printer replac - Technology Equipment	950	-	950 950-77-0000-90-840-7770-00-02-65045	Shift from Operating
Landfill	00	02	Landfill Tarpomatic Replacement Pro - Other Capital Equipment	70,000	-	950 950-82-0000-00-930-8201-00-02-67270	C/O
Landfill	00	02	Landfill Waste Minimization Grant P - Grants	136,942	-	950 950-82-0000-00-930-5470-00-02-64135	C/O
Landfill	00	01	Landfill Organics Management Projec - Other Professional Service	(75,000)	-	950 950-82-0000-00-930-8201-00-01-64900	Adjust to Actual
Landfill	00	02	Landfill Shop Renovation - Other Capital Outlay	(200,000)	-	950 950-82-0000-00-930-5470-00-02-67990	Adjust to Actual
Landfill	00	01	DMASWA Non-Reported - Vehicles	85,000	-	950 950-82-0000-00-930-8201-00-01-67100	C/O
Landfill	00	01	DMASWA Non-Reported - Other Capital Equipment	120,000	-	950 950-82-0000-00-930-8201-00-01-67270	C/O
Landfill	90	01	DMASWA Grants Non-Reported - State Grants	-	14,740	950 950-82-0000-90-000-8250-04-01-44400	C/O
Landfill	90	01	DMASWA Grants Non-Reported - Iowa Dept of Natural Resources	-	5,665	950 950-82-0000-90-000-8250-04-01-44500	C/O
Landfill	00	02	Capital Projects - Other Professional Service	25,000	-	950 950-82-0000-00-930-5470-00-02-64900	C/O
Landfill	00	02	Capital Projects - Other Capital Outlay	25,000	-	950 950-82-0000-00-930-5470-00-02-67990	Shift from Pub Wrks
Landfill	00	02	LF Customer Convenience Center - Other Capital Outlay	(3,391,097)	-	950 950-82-0000-00-930-5470-00-02-67990	Adjust to Actual
TOTAL LANDFILL FUND				(3,176,734)	20,405		
TRANSFERS							
Fire	Trans01	02	HVAC replcmnt Fire HQ - Transfers Out to Sales Tax Con	103,586	-	102 102-10-0000-00-000-0000-00-02-69304	Transfer Funds
Fire	Trans01	02	HVAC replcmnt Fire HQ - Transfer in DRA Distribution	-	103,586	304 304-13-0000-76-750-1370-90-02-49102	Transfer Funds
Ice Center	Trans02	02	ARENA CHAIRS - Transfer In General Fund	-	1,421	304 304-32-0000-76-750-3270-90-02-49100	Transfer Funds
Ice Center	Trans02	01	No Sub-Activity - Transfers Out to Sales Tax Con	1,421	-	100 100-10-0000-00-000-0000-00-01-69304	Transfer Funds
Parks Division	Trans03	02	JACKSON PARK AMENITIES - Transfer in GDTIF	-	37,257	305 305-30-0000-76-750-3070-90-02-49126	Transfer Funds
Parks Division	Trans03	02	No Sub-Activity - Transfers Out to Gen Const	37,257	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Parks Division	Trans04	02	TOWN CLOCK IMPROVEMENTS - Transfer in GDTIF	-	67,000	305 305-30-0000-76-750-3070-90-02-49126	Transfer Funds
Parks Division	Trans04	02	No Sub-Activity - Transfers Out to Gen Const	67,000	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Parks Division	Trans05	02	Re-imagine Comiskey - Transfer in GDTIF	-	17,253	305 305-30-0000-76-750-3070-90-02-49126	Transfer Funds
Parks Division	Trans05	02	No Sub-Activity - Transfers Out to Gen Const	17,253	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Civic Center	Trans06	02	Five Flags Building Impr - Transfer in GDTIF	-	100,000	305 305-32-0000-76-750-3270-90-02-49126	Transfer Funds
Civic Center	Trans06	02	No Sub-Activity - Transfers Out to Gen Const	100,000	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Conference Center	Trans07	02	Replace Carpet - Transfer in GDTIF	-	216,732	305 305-33-0000-76-750-3370-90-02-49126	Transfer Funds
Conference Center	Trans07	01	No Sub-Activity - Transfers Out to Gen Const	216,732	-	126 126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Conference Center	Trans08	02	Market Study and Assess - Transfer in GDTIF	-	65,000	305 305-33-0000-76-750-3370-90-02-49126	Transfer Funds
Conference Center	Trans08	02	No Sub-Activity - Transfers Out to Gen Const	65,000	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Conference Center	Trans09	02	Roof Restoration - Transfer in GDTIF	-	77,000	305 305-33-0000-76-750-3370-90-02-49126	Transfer Funds
Conference Center	Trans09	02	No Sub-Activity - Transfers Out to Gen Const	77,000	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Conference Center	Trans10	02	Public Restroom Remodels - Transfer in GDTIF	-	378,765	305 305-33-0000-76-750-3370-90-02-49126	Transfer Funds
Conference Center	Trans10	02	No Sub-Activity - Transfers Out to Gen Const	378,765	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Parking Division	Trans11	02	Municipal Parking Lot Maint - Transfer in GDTIF	-	96,318	305 305-46-0000-76-750-4670-90-02-49126	Transfer Funds
Parking Division	Trans11	02	No Sub-Activity - Transfers Out to Gen Const	96,318	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Parking Division	Trans12	02	Parking Ramp Maintenance - Transfer in GDTIF	-	233,887	305 305-46-0000-76-750-4670-90-02-49126	Transfer Funds
Parking Division	Trans12	02	No Sub-Activity - Transfers Out to Gen Const	233,887	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Parking Division	Trans13	02	Parking Ramp Maintenance - Transfer in Gen TIF Const	-	64,211	651 651-46-0000-76-750-4670-90-02-49305	Transfer Funds
Parking Division	Trans13	02	No Sub-Activity - Transfers Out to Parking Cap	64,211	-	305 305-10-0000-00-000-0000-00-02-69651	Transfer Funds
Parking Division	Trans14	02	Smart Parking System - Transfer in Bond Issues	-	40,696	305 305-46-0000-76-750-4670-90-02-49201	Transfer Funds
Parking Division	Trans14	02	No Sub-Activity - Transfers Out to Gen Const	40,696	-	201 201-10-0000-70-710-0000-00-02-69305	Transfer Funds
Parking Division	Trans15	02	Port of Dubuque Parking Lot Resurfa - Transfer in GDTIF	-	585,000	305 305-46-0000-76-750-4670-90-02-49126	Transfer Funds
Parking Division	Trans15	02	No Sub-Activity - Transfers Out to Gen Const	585,000	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Airport	Trans16	02	Corporate Hanger Lighting - Transfer in Sales Tax 20%	-	10,100	308 308-51-0000-76-750-5170-90-02-49304	Transfer Funds
Airport	Trans16	02	No Sub-Activity - Transfers Out to Airport Const	10,100	-	304 304-10-0000-00-000-0000-00-02-69308	Transfer Funds
Airport	Trans17	02	Corporate Hangar Maintenance - Transfer in Sales Tax 20%	-	16,115	308 308-51-0000-76-750-5170-90-02-49304	Transfer Funds
Airport	Trans17	02	No Sub-Activity - Transfers Out to Airport Const	16,115	-	304 304-10-0000-00-000-0000-00-02-69308	Transfer Funds
Airport	Trans18	02	AIRPORT FENCING/HAZARD ST - Transfer in Sales Tax 20%	-	20,066	308 308-51-0000-76-750-5170-90-02-49304	Transfer Funds
Airport	Trans18	02	No Sub-Activity - Transfers Out to Airport Const	20,066	-	304 304-10-0000-00-000-0000-00-02-69308	Transfer Funds
Airport	Trans19	02	AIRPORT STORM DRAIN IMPRO - Transfer in Sales Tax 20%	-	15,000	308 308-51-0000-76-750-5170-90-02-49304	Transfer Funds
Airport	Trans19	02	No Sub-Activity - Transfers Out to Airport Const	15,000	-	304 304-10-0000-00-000-0000-00-02-69308	Transfer Funds
Airport	Trans20	02	AIRPORT ASPHALT REPAIR - Transfer in DRA Distribution	-	26,455	308 308-51-0000-76-750-5170-90-02-49102	Transfer Funds
Airport	Trans20	02	No Sub-Activity - Transfers Out to Airport Const	26,455	-	102 102-10-0000-00-000-0000-00-02-69308	Transfer Funds
Airport	Trans21	02	Terminal Building Modification - Transfer in Customer Facility	-	182,599	308 308-51-0000-76-750-5170-90-02-49178	Transfer Funds
Airport	Trans21	01	Airport Operations - Transfers Out to Airport Const	182,599	-	178 178-51-0000-20-280-5103-00-01-69308	Transfer Funds
Airport	Trans22	02	Terminal Building Modification - Transfer in Customer Facility	-	10,000	308 308-51-0000-76-750-5170-90-02-49178	Transfer Funds
Airport	Trans22	01	Airport Operations - Transfers Out to Airport Const	10,000	-	178 178-51-0000-20-280-5103-00-01-69308	Transfer Funds
Airport	Trans23	01	No Sub-Activity - Transfers Out to Airport Const	5,760	-	100 100-10-0000-00-000-0000-00-01-69308	Transfer Funds
Airport	Trans23	02	Capital Projects - Transfer In General Fund	-	5,760	308 308-51-0000-76-750-5170-90-02-49100	Transfer Funds
Transit Division	Trans24	02	Bus Stop Improvements - Transfer in Sales Tax 20%	-	662	691 691-53-0000-86-850-5370-90-02-49304	Transfer Funds
Transit Division	Trans24	02	No Sub-Activity - Transfers Out to Transit Cap	662	-	304 304-10-0000-00-000-0000-00-02-69691	Transfer Funds

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund GL	Explanation
Transit Division	Trans25	02	BUS DC CHARGING STATION - Transfer in GDTIF	-	194,000	305 305-53-0000-76-750-5370-90-02-49126	Transfer Funds
Transit Division	Trans25	02	No Sub-Activity - Transfers Out to Gen Const	194,000	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans25	02	Heeb Street - Transfer in GDTIF	-	270,000	305 305-55-0000-76-750-5570-00-02-49126	Transfer Funds
Engineering	Trans25	02	No Sub-Activity - Transfers Out to Gen Const	270,000	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans26	02	Heeb Street - Transfer in Special Assessment	-	30,000	305 305-55-0000-76-750-5570-00-02-49179	Transfer Funds
Engineering	Trans26	01	No Sub-Activity - Transfers Out to Gen Const	30,000	-	179 179-10-0000-00-000-0000-00-01-69305	Transfer Funds
Engineering	Trans27	02	SOUTH PORT REDEVELOPMENT - Transfer in GDTIF	-	258,576	305 305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans27	02	No Sub-Activity - Transfers Out to Gen Const	258,576	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans28	02	SOUTH PORT REDEVELOPMENT - Transfer in GDTIF	-	(258,576)	305 305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans28	02	No Sub-Activity - Transfers Out to Gen Const	(258,576)	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans29	02	Grandview Street Light Repl - Transfer in Road Use Tax	-	2,271	301 301-55-0000-76-750-5570-90-02-49110	Transfer Funds
Engineering	Trans29	02	No Sub-Activity - Transfers Out to Street Const	2,271	-	110 110-00-0000-00-000-0000-00-02-69301	Transfer Funds
Engineering	Trans30	02	Street Light Replacement - Transfer in Gen TIF Const	-	25,120	301 301-55-0000-76-750-5570-90-02-49305	Transfer Funds
Engineering	Trans30	02	No Sub-Activity - Transfers Out to Street Const	25,120	-	305 305-10-0000-00-000-0000-00-02-69301	Transfer Funds
Engineering	Trans31	02	Street Light Replacement - Transfer in GDTIF	-	175,688	305 305-55-0000-76-750-5570-09-02-49126	Transfer Funds
Engineering	Trans31	02	No Sub-Activity - Transfers Out to Gen Const	175,688	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans32	02	Dwntwn St Light Replacmnt - Transfer in GDTIF	-	17,544	305 305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans32	02	No Sub-Activity - Transfers Out to Gen Const	17,544	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans33	02	LED Streetlight Retrofit - Transfer in GDTIF	-	5,224	305 305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans33	02	No Sub-Activity - Transfers Out to Gen Const	5,224	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans34	02	DT Security Cameras - Transfer in GDTIF	-	24,336	305 305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans34	02	No Sub-Activity - Transfers Out to Gen Const	24,336	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans35	02	POD RIVERFRONT DOCK EXP - Transfer in GDTIF	-	10,578	305 305-55-0000-76-750-5570-03-02-49126	Transfer Funds
Engineering	Trans35	02	No Sub-Activity - Transfers Out to Gen Const	10,578	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans36	02	ABC SUPPLY BUILD DECON - Transfer in GDTIF	-	258,576	305 305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans36	02	No Sub-Activity - Transfers Out to Gen Const	258,576	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans37	02	ADA Compliance and Facilities Manag - Transfer in GDTIF	-	50,000	305 305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans37	02	No Sub-Activity - Transfers Out to Gen Const	50,000	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans38	02	Downtown Bike Lockers - Transfer in GDTIF	-	15,000	305 305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans38	02	No Sub-Activity - Transfers Out to Gen Const	15,000	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans39	02	16TH ST DET BASIN TRAIL - Transfer in Street Const	-	184,875	102 102-55-0000-76-750-5570-90-02-49301	Transfer Funds
Engineering	Trans39	02	No Sub-Activity - Transfers Out To DRA Distrib	184,875	-	301 301-10-0000-00-000-0000-00-02-69102	Transfer Funds
Engineering	Trans40	02	Bee Branch Trail Connect - Transfer In General Fund	-	93,883	303 303-55-0000-76-750-5570-90-02-49100	Transfer Funds
Engineering	Trans40	01	No Sub-Activity - Transfers Out to STI	93,883	-	100 100-10-0000-00-000-0000-00-01-69303	Transfer Funds
Engineering	Trans41	02	Federal Building Renovation - Transfer in GDTIF	-	3,626,231	305 305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans41	02	No Sub-Activity - Transfers Out to Gen Const	3,626,231	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans42	02	City Hall Maintenance - Transfer in GDTIF	-	75,000	305 305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans42	02	No Sub-Activity - Transfers Out to Gen Const	75,000	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans43	02	MFC - Basement Rehabilitation - Transfer in GDTIF	-	26,040	305 305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans43	02	No Sub-Activity - Transfers Out to Gen Const	26,040	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans44	02	MFC - HVAC Replacement - Transfer in GDTIF	-	40,000	305 305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans44	02	No Sub-Activity - Transfers Out to Gen Const	40,000	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans45	02	Kerper Blvd Lift Station - Transfer In General Fund	-	242,941	110 110-55-0000-76-750-5570-90-02-49100	Transfer Funds
Engineering	Trans45	01	No Sub-Activity - Transfers Out To Road Use Tax	242,941	-	100 100-10-0000-00-000-0000-00-01-69110	Transfer Funds
Economic Development	Trans46	02	Central Ave Streetscape Plan - Transfer in GDTIF	-	64,994	305 305-60-0000-76-750-6070-90-02-49126	Transfer Funds
Economic Development	Trans46	01	No Sub-Activity - Transfers Out to Gen Const	64,994	-	126 126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Economic Development	Trans47	02	Downtown Rehab Grant Program - Transfer in GDTIF	-	200,000	305 305-60-0000-76-750-6070-90-02-49126	Transfer Funds
Economic Development	Trans47	02	No Sub-Activity - Transfers Out to Gen Const	200,000	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Economic Development	Trans48	02	DT Housing Creation Grant - Transfer in GDTIF	-	330,000	305 305-60-0000-76-750-6070-90-02-49126	Transfer Funds
Economic Development	Trans48	02	No Sub-Activity - Transfers Out to Gen Const	330,000	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Economic Development	Trans49	02	Central Ave Housing Loan - Transfer in GDTIF	-	360,000	305 305-60-0000-76-750-6070-90-02-49126	Transfer Funds
Economic Development	Trans49	02	No Sub-Activity - Transfers Out to Gen Const	360,000	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Economic Development	Trans50	02	Green Space HMD - Transfer in GDTIF	-	394,760	305 305-60-0000-76-750-6070-90-02-49126	Transfer Funds
Economic Development	Trans50	02	No Sub-Activity - Transfers Out to Gen Const	394,760	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Economic Development	Trans51	02	Incremental Development - Transfer in GDTIF	-	150,000	305 305-60-0000-76-750-6070-90-02-49126	Transfer Funds
Economic Development	Trans51	02	No Sub-Activity - Transfers Out to Gen Const	150,000	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Economic Development	Trans52	01	Economic Development - Transfer in DICW TIF	-	3,265	100 100-60-6002-50-520-6003-90-01-49125	Transfer Funds
Economic Development	Trans52	01	Economic Development - Transfers Out To General Fund	3,265	-	125 125-10-6002-50-520-6003-00-01-69100	Transfer Funds
Economic Development	Trans53	01	Administration - Transfer in DICW TIF	-	324,500	100 100-60-0000-50-520-6001-90-01-49125	Transfer Funds
Economic Development	Trans53	01	Economic Development - Transfers Out To General Fund	324,500	-	125 125-10-6002-50-520-6003-00-01-69100	Transfer Funds
Economic Development	Trans54	01	No Sub-Activity - Transfer in GDTIF	-	158,504	100 100-10-0000-00-000-0000-90-01-49126	Transfer Funds
Economic Development	Trans54	01	No Sub-Activity - Transfers Out To General Fund	158,504	-	126 126-10-6001-50-520-0000-00-01-69100	Transfer Funds
Economic Development	Trans55	01	Economic Development - Transfer in GDTIF	-	33,038	100 100-60-6001-50-520-6003-90-01-49126	Transfer Funds
Economic Development	Trans55	01	No Sub-Activity - Transfers Out To General Fund	33,038	-	126 126-10-6001-50-520-0000-00-01-69100	Transfer Funds

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund GL	Explanation
Housing	Trans56	02	Housing Trust Fund - Transfer in GDTIF	-	5,830	185 185-61-0000-76-750-6170-90-02-49126	Transfer Funds
Housing	Trans56	02	No Sub-Activity - Transfers Out To IFA Housing	5,830	-	126 126-10-6001-50-520-0000-00-02-69185	Transfer Funds
Communications Office	Trans57	01	Geographic Information Systems - Transfer in Water Op	-	(62,754)	100 100-69-0000-60-699-6902-90-01-49600	Transfer Funds
Communications Office	Trans57	01	No Sub-Activity - Transfers Out To General Fund	(62,754)	-	600 600-42-0000-81-810-0000-00-01-69100	Transfer Funds
Communications Office	Trans58	01	Geographic Information Systems - Transfer In Sanitary Op	-	(64,395)	100 100-69-0000-60-699-6902-90-01-49610	Transfer Funds
Communications Office	Trans58	01	No Sub-Activity - Transfers Out To General Fund	(64,395)	-	610 610-43-0000-80-815-0000-00-01-69100	Transfer Funds
Communications Office	Trans59	01	Geographic Information Systems - Transfer in Storm Op	-	(61,937)	100 100-69-0000-60-699-6902-90-01-49620	Transfer Funds
Communications Office	Trans59	01	Stormwater Operations - Transfers Out To General Fund	(61,937)	-	620 620-55-5509-82-865-5507-00-01-69100	Transfer Funds
Communications Office	Trans60	01	Geographic Information Systems - Transfer in Parking Op	-	(12,449)	100 100-69-0000-60-699-6902-90-01-49650	Transfer Funds
Communications Office	Trans60	01	No Sub-Activity - Transfers Out To General Fund	(12,449)	-	650 650-46-0000-83-830-0000-00-01-69100	Transfer Funds
Communications Office	Trans61	01	Geographic Information Systems - Transfer in Refuse Op	-	(64,015)	100 100-69-0000-60-699-6902-90-01-49670	Transfer Funds
Communications Office	Trans61	01	Solid Waste Collection - Transfers Out To General Fund	(64,015)	-	670 670-54-5402-85-840-5411-00-01-69100	Transfer Funds
City Manager's Office	Trans62	02	Low-Income Solar Pilot Proj - Transfer in GDTIF	-	20,000	305 305-72-0000-76-750-7270-90-02-49126	Transfer Funds
City Manager's Office	Trans62	02	No Sub-Activity - Transfers Out to Gen Const	20,000	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Information Technology	Trans63	01	GIS - Transfer in Water Op	-	62,754	100 100-77-0000-60-699-7702-90-01-49600	Transfer Funds
Information Technology	Trans63	01	No Sub-Activity - Transfers Out To General Fund	62,754	-	600 600-42-0000-81-810-0000-00-01-69100	Transfer Funds
Information Technology	Trans64	01	GIS - Transfer In Sanitary Op	-	64,395	100 100-77-0000-60-699-7702-90-01-49610	Transfer Funds
Information Technology	Trans64	01	No Sub-Activity - Transfers Out To General Fund	64,395	-	610 610-43-0000-80-815-0000-00-01-69100	Transfer Funds
Information Technology	Trans65	01	GIS - Transfer in Storm Op	-	61,937	100 100-77-0000-60-699-7702-90-01-49620	Transfer Funds
Information Technology	Trans65	01	Stormwater Operations - Transfers Out To General Fund	61,937	-	620 620-55-5509-82-865-5507-00-01-69100	Transfer Funds
Information Technology	Trans66	01	GIS - Transfer in Parking Op	-	12,449	100 100-77-0000-60-699-7702-90-01-49650	Transfer Funds
Information Technology	Trans66	01	No Sub-Activity - Transfers Out To General Fund	12,449	-	650 650-46-0000-83-830-0000-00-01-69100	Transfer Funds
Information Technology	Trans67	01	GIS - Transfer in Refuse Op	-	64,015	100 100-77-0000-60-699-7702-90-01-49670	Transfer Funds
Information Technology	Trans67	01	Solid Waste Collection - Transfers Out To General Fund	64,015	-	670 670-54-5402-85-840-5411-00-01-69100	Transfer Funds
Engineering	Trans69	02	Inet Fiber Build Out - Transfer in Street Const	-	40,668	110 110-55-0000-76-750-5570-00-02-49301	Transfer Funds
Engineering	Trans68	02	No Sub-Activity - Transfers Out to Gen Const	175,760	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans69	02	No Sub-Activity - Transfers Out To Road Use Tax	40,668	-	301 301-10-0000-00-000-0000-00-02-69110	Transfer Funds
Engineering	Trans68	02	Street Camera Installation - Transfer in GDTIF	-	175,760	305 305-55-0000-76-750-5570-90-02-49126	Transfer Funds
TOTAL TRANSFERS				9,999,509	9,999,509		
				122,265,929	107,864,059		
ENCUMBRANCE C/O'S				74,048,640			
TOTAL AMEND #1 WITH ENC, C/O'S AND NEW				196,314,569	107,864,059		

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 6.

ITEM TITLE: Setting a Public Hearing on the Comiskey Park Environmental Covenant

SUMMARY: City Manager recommending City Council set a public hearing for October 20, 2025, on the Iowa Land Recycling Program Environmental Covenant.
RESOLUTION Setting A Public Hearing On The Iowa Land Recycling Program Environmental Covenant Between The City Of Dubuque, Iowa And The Iowa Department Of Natural Resources

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for October 20, 2025

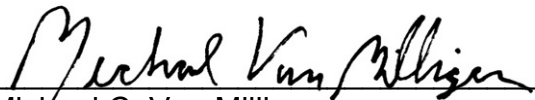
ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Comiskey EC Resolution Setting Public Hearing_10012025
4. Notice of Hearing_Comiskey
5. Comiskey Park EC final

TO: The Honorable Mayor and City Council Members
FROM: Michael C. Van Milligen, City Manager
SUBJECT: Comiskey Park Environmental Covenant
DATE: October 2, 2025

Senior Counsel Barry Lindahl is recommending City Council set a public hearing for October 20, 2025, on the Iowa Land Recycling Program Environmental Covenant.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Barry Lindahl, Senior Counsel
Matthew Kalceovich, Parks and Recreation Director
Stephen Fehsal, Park Division Manager
Gus Psihoyos, City Engineer
Jill Connors, Economic Development Director
Jim Bousley, Project Manager

BARRY A. LINDAHL, ESQ.
SENIOR COUNSEL

M E M O

To: Michael C. Van Milligen
City Manager

DATE: **OCTOBER 6, 2025**

RE: **COMISKEY PARK ENVIRONMENTAL COVENANT**

The cleanup of City owned-property at Comiskey Park, shown on Exhibit A, is complete and we are now at the environmental covenant phase, as requested by the Iowa Department of Natural Resources. The soil does not require a covenant, however the groundwater beneath the City property remains contaminated from adjacent property.

The proposed Environmental Covenant, attached, imposes limitations on the use of the property:

1. No drinking water or non-drinking water wells as defined in Iowa Department of Natural Resources Rule 567 Iowa Administrative Code 135.2 and as subsequently amended shall be installed within the Property boundaries. For purposes of reference, drinking water well means, "Any groundwater well used as a source for drinking water by humans and groundwater wells used primarily for the final production of food or medicine for human consumption in facilities routinely characterized with the Standard Industrial Codes (SIC) group 283 for drugs and 20 for foods (or the North American Industry Classification System (NAICS) Codes of 3254 for drugs and 311 for food). "Non-drinking water well means," any groundwater well not defined as a drinking water well including a groundwater well which is not properly plugged in accordance with department rules in 567-Chapters 39 and 49". The foregoing provision does not limit, restrict, or prohibit (i) extraction wells used as part of a remediation system, or (ii) dewatering activities required to perform municipal construction projects.
2. No subsurface work will be completed below 2 feet below ground surface without notification of the DNR and submission and acceptance of a Soil and Groundwater Management Plan (SGMP).

The Environmental Covenant places other restrictions and conditions on the property. City departments need to be aware of these restrictions and conditions.

I request that the attached Resolution approving the Environmental Covenant be submitted to the City Council for consideration and approval.

Attachments

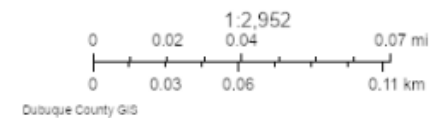
BAL:JLM

cc: Crenna Brumwell, City Attorney
Matthew Kalcevich, Parks and Recreation Director
Stephen Fehsal, Park Division Manager
Gus Psihoyos, City Engineer
Jill Connors, Economic Development Director
Jim Bousley, Project Manager
Emily Smart, Project Manager II, Eocene Environmental Group
Conner Wasson, Esq.

Parcel 1013451018



8/14/2025, 7:45:36 AM



OFFICE OF THE CITY ATTORNEY DUBUQUE, IOWA
SUITE 330, HARBOR VIEW PLACE, 300 MAIN STREET DUBUQUE, IA 52001-6944
TELEPHONE (563) 583-4113 / FAX (563) 583-1040 / EMAIL tsteckle@cityofdubuque.org

RESOLUTION ____ - 25

SETTING A PUBLIC HEARING ON THE IOWA LAND RECYCLING PROGRAM ENVIRONMENTAL COVENANT BETWEEN THE CITY OF DUBUQUE, IOWA AND THE IOWA DEPARTMENT OF NATURAL RESOURCES

WHEREAS, the City of Dubuque, Iowa is the owner of the property known as Comiskey Park, described in the attached Environmental Covenant, Exhibit A; and

WHEREAS, the cleanup of the property at Comiskey Park is complete but the groundwater beneath the property remains contaminated from adjacent property; and

WHEREAS, the Iowa Department of Natural Resources has requested that the City Council adopt the Environmental Covenant which imposes limitations on the use of the property and places other restrictions and conditions on the property; and

WHEREAS, Iowa Code § 364.7 requires that the City Council set forth its proposal to dispose of an interest in law in a resolution and publish notice of the resolution and of a date, time and place of a public hearing on the proposal.

WHEREAS, the City Council finds that a public hearing should be set on the adoption of the Environmental Covenant.

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

Section 1. The City of Dubuque intends to dispose of its interest in the property described in the attached Environmental Covenant, Exhibit by adoption of the Environmental Covenant.

Section 2. The City Clerk is hereby authorized and directed to cause this Resolution and a notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City's intent to dispose of the foregoing-described Property, to be held on the 20th day of October, 2025, at 6:30 p.m. in the City Council Chambers at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa.

Section 3. That the notice of the proposed action shall be in substantially the form attached hereto.

Passed, approved, and adopted this _____ day of October, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the City Council of the City of Dubuque Iowa will conduct a public hearing on the 6th day of October, 2025, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to take action to approve an Iowa Land Recycling Program Environmental Covenant Between the City of Dubuque, Iowa and the Iowa Department of Natural Resources, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W 13th Street, Dubuque, Iowa.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official City Council agenda will be posted the Friday before the meeting and will contain public input options. The agenda can be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments on the public hearing may be submitted to the City Clerk's Office by email at ctyclerk@cityofdubuque.org or by mail to City Hall, 50 W. 13th St., Dubuque, IA 52001, before the scheduled hearing. The City Council will review all written comments at the time of the hearing.

Documents related to the public hearing are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals requiring special assistance should contact the City Clerk's Office as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the ___ day of October, 2025.

Adrienne N. Breitfelder, CMC, City Clerk

ENVIRONMENTAL COVENANT

Recorder's Cover Sheet

Preparer Information:

Taxpayer Information:

City of Dubuque, Iowa
Attn: City Clerk
50 W. 13th Street
Dubuque, IA 52001

Return Address:

Grantor:

City of Dubuque, Iowa

Grantees:

N/A

Legal Description:

See page ____

IOWA LAND RECYCLING PROGRAM ENVIRONMENTAL COVENANT

This Iowa Land Recycling Program Environmental Covenant (this “Covenant”) is established pursuant to Iowa Code (IC) 455I entitled Uniform Environmental Covenants Act.

City of Dubuque, Iowa (the “Grantor”) and the Iowa Department of Natural Resources (the “Department”) in its capacity as an agency of the State of Iowa, enter into this Covenant for the purpose of subjecting the real estate described below to certain activity and use limitations in accordance with the terms and conditions as specified herein pursuant to the authority granted the Department in IC §§ 455B.103(7) and 455H.206 and Department rules in chapter 567 Iowa Administrative Code (IAC) 137.

1. **Affected Property.** The Grantor is the fee title owner of the real estate legally described on Exhibit A (the “Property”).

2. **Land Recycling Program Risk Management.** The Property is enrolled in the Department’s Land Recycling Program (the “LRP”) established in IC chapter 455H and administered under Department rules in chapter 567 IAC 137.

Under the LRP, the environmental response project as defined in IC § 455I.2(5) has consisted of a soil and groundwater investigation and risk assessment of an affected area which includes the Property. This response action has been undertaken by the City of Dubuque, Iowa. The only remaining contamination on the Property following the response action is the presence of petroleum hydrocarbon in groundwater. The final requirement in the approved a response action plan before a no further action certificate is approved and recorded by the Department is the implementation of this Covenant, which was approved as an institutional control in a June 6, 2025 letter from the Department.

3. **Institutional Controls.** IC § 455H.206 and Department rules in chapter 567 IAC 137 authorize the use of an environmental covenant as an institutional control. The purpose of this Covenant is to manage the risk of future exposure to existing contaminant conditions by limiting specified land use activities at the Property, establishing affirmative obligations and enforcing the terms of this Covenant.

4. **Reopening.** The signatories to this Covenant acknowledge that failure of the activity and use limitations enumerated in section eight (8) to serve their intended purpose of preventing the risk of exposure to contaminant conditions could result in the Department reopening review and regulation of the Property to the extent allowed under the terms of this Covenant, IC chapters 455H and 455I, and applicable Department administrative rules.

5. **Identity of Grantor and Holder(s):**

GRANTOR/HOLDER: City of Dubuque, Iowa

AGENCY/HOLDER: Iowa Department of Natural Resources

6. **Representations and Warranties.** The Grantor warrants to the other signatories to this Covenant the following:

- a. that the Grantor owns fee title to the Property, subject only to easements, restrictions, and local use ordinances;
- b. that the Grantor holds sufficient fee title to the Property to grant the rights and interests described in this Covenant free of any conflicting legal and equitable claims, subject to fulfillment of the requirements of applicable law, including Iowa Code § 364.7 ;
- c. that the Grantor has identified all other persons holding legal or equitable interests in the Property, including but not limited to contract buyers, mortgage holders, other consensual lienholders, and lessees and secured their consent by signatures on this Covenant .

7. **Running with the Land.** This Covenant is perpetual and runs with the land as provided in IC § 455I.9 until modified or terminated. The terms of this Covenant are binding on the Grantor and all successors in interest, assigns and all transferees acquiring or owning any right, title, lien or interest in the Property and their heirs, successors, assigns, grantees, executors, administrators and devisees. The term “transferee,” as used in this Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, contract buyers, mortgagees, easement holders and/or lessees.

8. **Activity and Use Limitations and Terms.** The Property is subject to the following use limitations and terms:

1. No drinking water or non-drinking water wells as defined in Iowa Department of Natural Resources Rule 567 Iowa Administrative Code 135.2 and as subsequently amended shall be installed within the Property boundaries. For purposes of reference, drinking water well means, “Any groundwater well used as a source for drinking water by humans and groundwater wells used primarily for the final production of food or medicine for human consumption in facilities routinely characterized with the Standard Industrial Codes (SIC) group 283 for drugs and 20 for foods (or the North American Industry Classification System (NAICS) Codes of 3254 for drugs and 311 for food). “Non-drinking water well means,” any groundwater well not defined as a drinking water well including a groundwater well which is not properly plugged in accordance with department rules in 567-Chapters 39 and 49”. The foregoing provision does not limit, restrict, or prohibit (i) extraction wells used as part of a remediation system, or (ii) dewatering activities required to perform municipal construction projects.
2. No subsurface work will be completed below 2 feet below ground surface without notification of the DNR and submission and acceptance of a Soil and Groundwater Management Plan (SGMP).

9. **Notice of Non-Compliance.** Any Property owner or subsequent transferee of an interest in the Property shall notify the Department as soon as reasonably possible of conditions which would constitute a breach of the activity and use limitations in this Section 8 if they have actual knowledge of these conditions. Notification by letter posted to the address noted in section 19 or a telephone call to the primary phone number for the Department listed on the Department's then-current website shall be deemed compliance with the requirements of this Section 9.

10. **Notice to Lessees.** Grantor, any holder(s) with a property interest sufficient to grant a lease of the Property, and any subsequent transferee shall incorporate the activity and use limitations of this Covenant either in full or by reference to this instrument in any lease, license, or other instrument granting a right to possession of the Property.

11. **Access to Property.** Reasonable access to the Property is granted the Department or any authorized representative of the Department, public or private, for the purpose of implementation, monitoring and enforcement of the terms of this Covenant. The Department, its authorized representatives, or other persons entitled to access shall provide the then-current owner of the Property with reasonable notice, an explanation of the reasons for entry and the scope of onsite activities prior to access. Right of access for purposes of ensuring implementation of this Covenant may include, but is not limited to, the following activities:

- a. repair and maintenance of existing remedial action equipment, soil caps, groundwater monitoring wells and associated aboveground or subsurface structures
- b. repair and maintenance of existing fencing and other technological controls
- c. groundwater sampling and monitoring required by applicable law
- d. drilling necessary to conduct groundwater sampling or monitoring required by law
- e. construction of soil boring and/or groundwater monitoring wells necessary to conduct groundwater sampling or monitoring required by law
- f. other activities authorized or otherwise directed by the Department necessary to comply with applicable law.

12. **Groundwater Hazard Statement Notice.** IC § 558.69 requires submission of a groundwater hazard statement and disclosure if "hazardous waste" exists on the property as defined in IC § 455B.411(3) or if the Department determines that solid waste exists on the property that is potentially hazardous. If hazardous waste is present, the groundwater hazard statement must state that the condition is being managed in accordance with Department rules. The signatories and all subsequent transferees required to submit a groundwater hazard statement under IC § 558.69 shall make reference to this environmental covenant in substantially the following form:

THE INTEREST CONVEYED IS SUBJECT TO
AN ENVIRONMENTAL COVENANT, DATED *[date
month, day, year]* RECORDED IN THE DEED OR
OFFICIAL RECORDS OF THE *DUBUQUE* COUNTY
RECORDER ON *[date month, day, year]* IN *[document,
book and page, or parcel number]*.

THE ENVIRONMENTAL COVENANT
CONTAINS THE FOLLOWING ACTIVITY AND USE
LIMITATIONS:

1. *No drinking water or non-drinking water wells as defined in Iowa Department of Natural Resources Rule 567 Iowa Administrative Code 135.2 and as subsequently amended shall be installed within the Property boundaries. For purposes of reference, drinking water well means, "Any groundwater well used as a source for drinking water by humans and groundwater wells used primarily for the final production of food or medicine for human consumption in facilities routinely characterized with the Standard Industrial Codes (SIC) group 283 for drugs and 20 for foods (or the North American Industry Classification System (NAICS) Codes of 3254 for drugs and 311 for food). "Non-drinking water well means," any groundwater well not defined as a drinking water well including a groundwater well which is not properly plugged in accordance with department rules in 567- Chapters 39 and 49". The foregoing provision does not limit, restrict, or prohibit (i) extraction wells used as part of a remediation system, or (ii) dewatering activities required to perform municipal construction projects.*

2. *No subsurface work will be completed below 2 feet below ground surface without notification of the DNR and submission and acceptance of a Soil and Groundwater Management Plan (SGMP).*

13. **Modification and Termination.** Modification or termination of the terms of this Covenant shall comply with the standards in IC chapter 455H.206 and applicable Department administrative rules. The terms of this Covenant may be modified or terminated by written consent of the Director of the Department, the then-current fee simple title owner of the Property, and all original signatories (unless exempted under the provisions of IC § 455I.10(1)"c" in accordance with and subject to the provisions of IC § 455I.10). The termination or modification is not effective until the document evidencing consent of all necessary persons is properly recorded. If not by consent, any modification or termination of this Covenant shall be in accordance with IC § 455I.9.

14. **Enforcement.** The terms of this Covenant may be enforced in a civil action for injunctive or other equitable relief by the Department, the Grantor, and those persons authorized by and in accordance with IC § 455I.11.

15. **Severability.** If any provision of this Covenant is found to be unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

16. **Governing Law.** This Covenant shall be governed by and interpreted in accordance with the laws of the State of Iowa.

17. **Recordation.** Within thirty (30) days after Department approval of this Covenant, the Grantor shall record this Covenant in the office of the Dubuque County Recorder's Office.

18. **Effective Date.** The effective date of this Covenant shall be the date upon which the fully executed Covenant has been properly recorded with the Dubuque County Recorder's Office.

19. **Notice.** Unless otherwise notified in writing by the Department, any document or communication required by this Covenant shall be submitted to:

Iowa Department of Natural Resources
Land Recycling Program
6200 Park Ave, Ste 200
Des Moines, IA 50321

20. **Subordination and Consent.** By signing this Covenant, the signatories knowingly and intelligently acknowledge their consent to the terms of this Covenant and agree to subordinate their interest in the Property. The following persons have expressly consented and subordinated interests: Interstate Power and Light Company, subordinating its Transmission Line Easement recorded September 26, 1961 in Easement Book 175 at Page 425.

ACKNOWLEDGMENTS

GRANTOR/HOLDER

CITY OF DUBUQUE IOWA

By: _____
Brad M. Cavanagh, Mayor

Attest:

By: _____
Adrienne N. Breitfelder, City Clerk

NOTARY PUBLIC

STATE OF IOWA)
) SS.
COUNTY OF DUBUQUE)

On this ____ day of _____, 20____, before me a Notary Public in and for said County, personally appeared Brad M. Cavanagh and Adrienne N. Breitfelder to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Dubuque, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public in and for Dubuque County

**SUBORDINATED EASEMENT HOLDER
INTERSTATE POWER AND LIGHT COMPANY**

By: _____
Heather Dee
Manager of Real Estate and Right of Way, Joint Facilities, and Permitting

NOTARY PUBLIC

STATE OF IOWA)
) SS.
COUNTY OF DUBUQUE)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Heather Dee, who executed the within and foregoing instrument and acknowledged that he/she executed the same as his/her voluntary act and deed on behalf of Interstate Power and Light Company.

Notary Public in and for said State

AGENCY/HOLDER:

_____ Signed this ____ day of _____, 20__.
Kayla Lyon, Director
Iowa Department of Natural Resources

NOTARY PUBLIC

STATE OF IOWA)
) SS.
COUNTY OF POLK)

On this ____ day of _____, 20__, before me personally appeared
Kayla Lyon known to me to be the Director of the Iowa Department of Natural Resources or the
lawful designee of the Director who executed the foregoing instrument and acknowledged that
this person executed the same as his/her/their voluntary act and deed.

Notary Public in and for Polk County

EXHIBIT A
Legal Description of Affected Property

Lot 13 in the Subdivision of Lots 192, 193, 194 and 195 in L.H. Langworthy's Addition in the city of Dubuque, Iowa, according to the recorded Plat of said Subdivision, (generally described as Lot 13 in O.S. Langworthy's Subdivision, in the City of Dubuque, Iowa);

Lot 14 in the Subdivision of Lots 192, 193, 194 and 195 in L.H. Langworthy's Addition in the city of Dubuque, Iowa, according to the recorded Plat of said Subdivision, (generally described as Lot 14 in O.S. Langworthy's Subdivision, in the City of Dubuque, Iowa);

Lot 15 in the Subdivision of Lots 192, 193, 194 and 195 in L.H. Langworthy's Addition (generally known as Lot 15 in O.S. Langworthy's Addition, Dubuque, Iowa) in the City of Dubuque, Iowa according to the recorded Plat thereof;

Lot 16 in Orrin S. Langworthy's Subdivision of Lots 192, 193, 194 and 195 in L.H. Langworthy's Addition, in the City of Dubuque, Iowa, according to the recorded Plat thereof;

Lot 17 in the Subdivision of Lots 192, 193, 194 and 195 in L.H. Langworthy's Addition, City of Dubuque, Iowa, (Said subdivision generally called O.S. Langworthy's Subdivision), according to the recorded Plat thereof;

The Northerly $\frac{1}{2}$ of Lot 18 in the Subdivision of Lots 192, 193, 194 and 195, L.H. Langworthy's Addition (generally known as O.S. Langworthy's Subdivision) in the City of Dubuque, Iowa, according to the recorded plat thereof;

Lot 20 in the Subdivision of Lots 192, 193, 194 and 195, L.H. Langworthy's Addition in the City of Dubuque, Iowa (generally known as O.S. Langworthy's Subdivision) according to the recorded Plat thereof;

The South one-half of Lot 18 in O.S. Langworthy's Subdivision in the City of Dubuque, Iowa, according to the recorded plat thereof;

Lot 19 in O.S. Langworthy's Subdivision in the City of Dubuque, Iowa, according to the recorded plat thereof;

The North $\frac{1}{2}$ of Lot 21 in O.S. Langworthy's Subdivision, in the city of Dubuque, Iowa, according to the recorded plat thereof;

The South $\frac{1}{2}$ of Lot 21 in O. S. Langworthy's Subdivision of Lots 192, 193, 194 and 195 in L. H. Langworthy's Addition in the City of Dubuque, Iowa, according to the recorded plat thereof;

The Southerly $\frac{1}{2}$ of Lot 22 and the Northerly 6 feet of Lot 23 in O. S. Langworthy's Subdivision in the City of Dubuque, Iowa, according to the recorded plat thereof; and

The South 44 feet of Lot 23 of the Subdivision of Lots 192, 193, 194 and 195 in L. H. Langworthy's Addition in the City of Dubuque, Iowa (generally known as O. S. Langworthy's Subdivision), according to the recorded plat thereof

Lot 24 in the Subdivision of Lots 192, 193 and 195 in L.H. Langworthy's Addition in the City of Dubuque, Iowa, according to the recorded Plat of said Subdivision, (generally described as Lot 24 in O.S. Langworthy's Subdivision, in the City of Dubuque, Iowa).

4900-7247-8809-1\17872-1021

**City of Dubuque
City Council**

BOARDS/COMMISSIONS # 1.

ITEM TITLE:

Boards and Commission Appointments

SUMMARY:

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

Airport Commission

One, 4-Year term through September 14, 2029 (Expiring term of Brotherton)

Applicant:

Ron Vaughn, 2973 Castle Wood Ln.

Civil Service Commission

Iowa Code §400.1 requires publication of the name(s) of person(s) selected for appointment by the mayor to the Civil Service Commission no less than thirty (30) days prior to a vote by the city council. Mayoral selection of appointments occurred at the August 18, 2025, city council meeting with the vote on appointments to occur at the October 6, 2025, city council meeting.

Two, 4-Year Terms through April 6, 2027 (Newly added seats, per Senate File 311, effective 8-16-25)

Applicants Selected for Appointment by the Mayor:

Julie Bockenstedt, 2475 Cherry St.

Otto Krueger, 2521 Wheatland Dr.

Remaining Applicants:

Barbara Liskey, 2763 Lamotte Dr.

Randall Ludwitz, 867 Barbaralee

Brian Neises, 1841 Phyllrich Dr.

Darcy VanOstrand, 1222 Lincoln Ave

Investment and Cash Management Oversight Advisory Commission

One, 3-Year term through July 1, 2028 (Vacant term of Merritt)

Applicant:

Daniel Scott, 2435 Kaufmann Ave.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Overview sheet
2. Airport Commission Applicant Review
3. Civil Service Commission Applicants
4. Proof of Publication - Civil Service Selections for Appointment
5. Investment and Cash Management Oversight Advisory Commission Applicant
6. Details and Openings

**APPLICATIONS FOR THE CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For the Council Meeting on,
Monday, October 6, 2025
6:30 p.m., Historic Federal Building, 350 W. 6th Street**

APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS MEETING.
--

Airport Commission

One, 4-Year term through September 14, 2029 (Expiring term of Brotherton)

Applicant:

- Ron Vaughn, 2973 Castle Wood Ln.

Civil Service Commission

Iowa Code §400.1 requires publication of the name(s) of person(s) selected for appointment by the mayor to the Civil Service Commission no less than thirty (30) days prior to a vote by the city council. Mayoral selection of appointments occurred at the August 18, 2025, city council meeting with the vote on appointments to occur at the October 6, 2025, city council meeting.

Two, 4-Year Terms through April 6, 2027 (Newly added seats, per Senate File 311, effective 8-16-25)

Applicants Selected for Appointment by the Mayor

- Julie Bockenstedt, 2475 Cherry St.
- Otto Krueger, 2521 Wheatland Dr.

Remaining Applicants:

- Barbara Liskey, 2763 Lamotte Dr.
- Randall Ludwitz, 867 Barbaralee
- Brian Neises, 1841 Phyllrich Dr.
- Darcy VanOstrand, 1222 Lincoln Ave

Investment and Cash Management Oversight Advisory Commission

One, 3-Year term through July 1, 2028 (Vacant term of Merritt)

Applicant:

- Daniel Scott, 2435 Kaufmann Ave.

CHAPTER 4

AIRPORT COMMISSION

SECTION:

12-4-1: Commission Created

12-4-2: Purpose

12-4-3: Internal Organization And Rules

12-4-4: Procedures For Operation

12-4-5: Membership

12-4-6: Oath

12-4-7: Terms

12-4-8: Vacancies

12-4-9: Officers; Organization

12-4-10: Meetings

12-4-11: Compensation

12-4-12: Removal

12-4-13: Powers

12-4-14: Annual Report

12-4-1: COMMISSION CREATED:

There is hereby created the airport commission. (Ord. 51-14, 8-4-2014)

12-4-2: PURPOSE:

The purpose of the commission is to manage, control, and operate the Dubuque Regional Airport. (Ord. 51-14, 8-4-2014)

12-4-3: INTERNAL ORGANIZATION AND RULES:

The commission shall promulgate and put in force such rules and regulations as shall be deemed necessary and appropriate for the order, operation, management, control and supervision of the Dubuque Regional Airport. (Ord. 51-14, 8-4-2014)

12-4-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations, except where the policies are in conflict with the regulations of the federal aviation administration, the transportation security administration, or the Iowa department of transportation. (Ord. 51-14, 8-4-2014)

12-4-5: MEMBERSHIP:

The commission comprises five (5) residents of the city, appointed by the city council. (Ord. 51-14, 8-4-2014; amd. Ord. 20-24, 6-17-2024)

12-4-6: OATH:

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 51-14, 8-4-2014; amd. Ord. 20-24, 6-17-2024)

12-4-7: TERMS:

The term of office for commissioners is four (4) years or until such member's successor is appointed and qualified. (Ord. 51-14, 8-4-2014)

12-4-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 51-14, 8-4-2014)

12-4-9: OFFICERS; ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a commissioner. The commission must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 51-14, 8-4-2014)

12-4-10: MEETINGS:

- A. Meetings: Meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- B. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- C. Attendance:

1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.

2. Attendance must be entered upon the minutes of all meetings.

D. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.

E. Quorum: Three (3) members of the commission constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 51-14, 8-4-2014; amd. Ord. 20-24, 6-17-2024)

12-4-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 51-14, 8-4-2014)

12-4-12: REMOVAL:

The city council may remove any commissioner for cause upon written charges and after public hearing. (Ord. 51-14, 8-4-2014)

12-4-13: POWERS:

A. The commission has all of the powers in relation to airports granted to cities and counties under state law, except powers to sell the airport.

B. All funds derived from taxation or otherwise for airport purposes are under the control of the commission for the purposes of management, operation, and control of the airport and must be deposited with the director of finance and budget to the credit of the commission and must be disbursed only on the written warrant or order of the commission including the payment of all indebtedness arising from the acquisition and construction of airports and the maintenance, operation, and extension thereof. (Ord. 51-14, 8-4-2014; amd. Ord. 3-20, 1-21-2020)

12-4-14: ANNUAL REPORT:

An annual report will be prepared, submitted, and distributed in accordance with Iowa Code chapter 330. (Ord. 51-14, 8-4-2014)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Todd Dalsing](#); [Cheryl Sheldon](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 2/10/2025 7:47:29 PM

This sender is trusted.

Board/Commission Application Form

This application is a public document and as such can be reproduced and distributed for the public. Specific attention should be directed to the possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA. accepts applications for any Board and or Commission at any time. Applications stay active for one year from the date of receipt.

General Eligibility Requirements for All Boards and Commissions

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

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Airport Commission
Commission, or
Committee
applying for:

Name: Ron Vaughn

Pronunciation: *Field not completed.*

Street Address: 2973 Castle Woods Ln
You must live
within the
Dubuque city

limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52001-9003

Preferred Phone Number: 563-543-7021

Email Address(es): rvboop1@yousq.net

How did you hear about City of Dubuque Boards and Commission? Through a Friend

If other, please specify: *Field not completed.*

Have you participated in the City of Dubuque City Life Program Life program?

No

If so, when? *Field not completed.*

Are you currently serving on other Boards, Commissions, or Committees?

No

If yes, which? *Field not completed.*

Have you served on a Board, Commission, or Committee before?

No

If yes, which? *Field not completed.*

Why are you interested in applying for this Board or Commission? I am a private pilot and keep my plane at the Dubuque Regional Airport. I would like to see the airport continue to grow for our community.

Describe your IFR certified pilot, member and past vice president of EAA, and

experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?

retired business owner who is interested in being more involved in the community.

Share your experience working in diverse environments:

As a business owner I have interacted and worked with people from a number of backgrounds.

List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))

Teri Goodman, friend, 563.580.0690
Chuck Weber, friend, EAA past president, 563.663.3646

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

Signature (type your name here as electronic verification):

Ron Vaughn

Date:

2/10/2025

Email not displaying correctly? [View it in your browser.](#)

CHAPTER 2

CIVIL SERVICE COMMISSION

SECTION:

2-2-1: Commission Created

2-2-2: Purpose

2-2-3: Internal Organization And Rules

2-2-4: Procedures For Operation

2-2-5: Membership

2-2-6: Oath

2-2-7: Terms

2-2-8: Vacancies

2-2-9: Officers/Organization

2-2-10: Meetings

2-2-11: Compensation

2-2-12: Removal

2-2-13: Powers

2-2-14: City Council To Furnish Meeting Room, Equipment, Recorder

2-2-15: Record Of Meetings And Personnel

2-2-16: Examination Of Applicants

2-2-17: Conduct Of Examinations; Certification Of Qualified Persons

2-2-18: Procedure For Conduct Of Hearing Appeals

2-2-1: COMMISSION CREATED:

There is hereby created the civil service commission. (Ord. 56-15, 9-8-2015)

2-2-2: PURPOSE:

The purpose of the commission is to conduct entrance examinations, conduct promotional examinations, and act as an appeals board as provided in chapter 400 of the Iowa Code. (Ord. 56-15, 9-8-2015)

2-2-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 56-15, 9-8-2015)

2-2-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 56-15, 9-8-2015)

2-2-5: MEMBERSHIP:

A. Composition: The commission comprises three (3) residents of the city, appointed by the mayor with approval of the city council.

B. Special Qualifications:

1. Commissioners must be citizens of Iowa, eligible electors as defined in the Iowa Code, and may not hold or be a candidate for any office of public trust.

2. The equity and human rights director shall, ex officio, be a member, without vote.

3. Commissioners may not do any of the following:

a. Sell, or in any manner become parties, directly or indirectly, to any contract to furnish supplies, material, or labor to the city unless the sale is made or the contract is awarded by competitive bid in writing, publicly invited and opened.

b. Have an interest, direct or indirect, in any contract or job of work or material or the profits thereof or services to be furnished or performed for the city unless the contract or job is awarded by competitive bid in writing, publicly invited and opened. (Ord. 56-15, 9-8-2015; amd. Ord. 47-22, 12-19-2022; Ord. 28-24, 6-17-2024)

2-2-6: OATH:

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission

following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 56-15, 9-8-2015; amd. Ord. 28-24, 6-17-2024)

2-2-7: TERMS:

The term of office for commissioners is four (4) years or until such commissioner's successor is appointed and qualified. (Ord. 56-15, 9-8-2015)

2-2-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 56-15, 9-8-2015)

2-2-9: OFFICERS/ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The city clerk, or the city clerk's designee, is the clerk of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 56-15, 9-8-2015)

2-2-10: MEETINGS:

- A. Regular Meetings: The commission meets monthly. When there is no business, there is no obligation to meet.
- B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- D. Attendance:
 - 1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.
 - 2. Attendance must be entered upon the minutes of all meetings.
- E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.
- F. Quorum: Two (2) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 56-15, 9-8-2015; amd. Ord. 37-22, 11-7-2022; Ord. 28-24, 6-17-2024)

2-2-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 56-15, 9-8-2015)

2-2-12: REMOVAL:

The mayor may remove any commissioner for cause upon written charges and after public hearing. (Ord. 56-15, 9-8-2015)

2-2-13: POWERS:

The commission has the powers, duties, and responsibilities as outlined in chapter 400 of the Iowa Code. (Ord. 56-15, 9-8-2015)

2-2-14: CITY COUNCIL TO FURNISH MEETING ROOM, EQUIPMENT, RECORDER:

The city council must provide suitable rooms in which the commission may hold its meetings and supply the commission with all necessary equipment and a qualified shorthand reporter to enable it properly to perform its duties. (Ord. 56-15, 9-8-2015)

2-2-15: RECORD OF MEETINGS AND PERSONNEL:

The commission must keep a record of all its meetings and also a complete individual service record of each civil service employee which record must be permanent and kept up to date. (Ord. 56-15, 9-8-2015)

2-2-16: EXAMINATION OF APPLICANTS:

Examinations for the positions in the city civil service are to be applicable and required of all applicants in accordance with the Iowa Code. (Ord. 56-15, 9-8-2015)

2-2-17: CONDUCT OF EXAMINATIONS; CERTIFICATION OF QUALIFIED PERSONS:

The commission must conduct examinations in accordance with the provisions of the laws of the state relative thereto, and for the purpose of determining the qualifications of applicants for positions under civil service, and must duly certify to the city council a list of the qualified persons as set forth in the Iowa Code. (Ord. 56-15, 9-8-2015)

2-2-18: PROCEDURE FOR CONDUCT OF HEARING APPEALS:

Notwithstanding chapter 1 of this title, the commission may adopt its own rules governing the procedure for the conduct of hearing appeals. (Ord. 56-15, 9-8-2015)

From: noreply@civicplus.com
To: [Adrienne Breidfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Shelley Stickfort](#); [Pam McCarron](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 7/25/2025 11:35:04 AM

This sender is trusted.

Board/Commission Application Form

This application is a public document and as such can be reproduced and distributed for the public. Specific attention should be directed to the possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA. accepts applications for any Board and or Commission at any time. Applications stay active for one year from the date of receipt.

General Eligibility Requirements for All Boards and Commissions

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

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for:

Name: Julie Bockenstedt

Pronunciation: *Field not completed.*

Street Address: 2475 Cherry St
You must live within the Dubuque city

limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52001

Preferred Phone Number: 5635137818

Email Address(es): Juliebockenstedt@yahoo.com

How did you hear about City of Dubuque Boards and Commission? City of Dubuque Social Media

If other, please specify: *Field not completed.*

Have you participated in the City of Dubuque City Life Program Life program? Yes

If so, when? Not sure what year 22 or 23

Are you currently serving on other Boards, Commissions, or Committees? No

If yes, which? *Field not completed.*

Have you served on a Board, Commission, or Committee before? No

If yes, which? *Field not completed.*

Why are you interested in applying for this Board or Commission? Help conduct exams and to promote awards to those deserving a award, be a voice for the police and fire

Describe your I volunteered as a Auxiliary officer for awhile and have been to the

experiences
(professional,
personal, or
volunteer), skills,
and /or education
that have
prepared you for
service on this
Board or
Commission?

physical portion of the police exams by timing runners. I also have
done ride a longs with officers and understand what officers deal
with. Also I'm President of the Dubuque Crimestoppers at this time I
have held this position for 2 years now.

Share your
experience
working in
diverse
environments:

It doesn't matter race, age, gender, sexual orientation, they are all
human beings that need to be treated fairly..
I worked with people from Jamaica and Hungarian before and yes it
took awhile to understand them and also to understand me but I
didn't treat anyone different. I learned to appreciate what they
brought to the job and how they could change something or make it
easier to do.

List two
professional
references:
(Examples:
employer,
coworker, client,
vendor, mentor,
volunteer
organizer, etc.))

Tony Siegert 563-451-5512 Crimestoppers secretary
Renee Miller 563-258-1325 Former coworker

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

Signature (type
your name here
as electronic
verification):

Julie Bockenstedt

Date:

7/25/2025

Email not displaying correctly? [View it in your browser.](#)

Adrienne Breitfelder

From: noreply@civicplus.com
Sent: Friday, August 1, 2025 12:11 PM
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Shelley Stickfort; Pam McCarron
Subject: Online Form Submittal: Board/Commission Application Form

This sender is trusted.

Board/Commission Application Form

This application is a public document and as such can be reproduced and distributed for the public. Specific attention should be directed to the possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA. accepts applications for any Board and or Commission at any time. Applications stay active for one year from the date of receipt.

General Eligibility Requirements for All Boards and Commissions

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

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Civil Service Commission

Name: Otto S Krueger

Pronunciation: *Field not completed.*

Street Address: You must live within the Dubuque city limits to apply/serve on a City of 2521 Wheatland Dr

Dubuque board or
commission.

Zip Code: 52002

Preferred Phone
Number: 5634514446

Email Address(es): ottokrueger@mchsi.com

How did you hear about
City of Dubuque Boards
and Commission? Through a Friend

If other, please specify: *Field not completed.*

Have you participated in
the City of Dubuque City
Life Program Life
program? No

If so, when? *Field not completed.*

Are you currently
serving on other Boards,
Commissions, or
Committees? No

If yes, which? *Field not completed.*

Have you served on a
Board, Commission, or
Committee before? Yes

If yes, which? Long Range Planning Commission
Civil Service Commission
Historic Preservation Commission

Why are you interested
in applying for this
Board or Commission? I was on the Commission before and enjoyed it. I have retired
and looking for something to do.

Describe your
experiences
(professional, personal,
or volunteer), skills, and
/or education that have
prepared you for service I was on the commission about 15 years ago. I also served 2
terms on the Dubuque Community School Board with one year
being the President. I have a Masters Degree in Public
Administration.

on this Board or
Commission?

Share your experience
working in diverse
environments:

Retired 20 year Air Force Officer allowed me to work in any
kind of environment. I was also a school bus driver for the
school district.

List two professional
references: (Examples:
employer, coworker,
client, vendor, mentor,
volunteer organizer,
etc.))

Tom Kane, 563-590-4335, friend
Roy Buol, 563-564-7753, friend
Scott Engelman, 563-590-9659, friend

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

Signature (type your
name here as electronic
verification):

Otto S Krueger

Date:

8/1/25

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Adrienne Breidfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Shelley Stickfort](#); [Pam McCarron](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 7/31/2025 4:01:02 PM

This sender is trusted.

Board/Commission Application Form

This application is a public document and as such can be reproduced and distributed for the public. Specific attention should be directed to the possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA. accepts applications for any Board and or Commission at any time. Applications stay active for one year from the date of receipt.

General Eligibility Requirements for All Boards and Commissions

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

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Civil Service Commission

Name: Barbara Liskey

Pronunciation: Field not completed.

Street Address: 2763 Lamotte Dr
You must live within the Dubuque city

limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52003

Preferred Phone (563) 580-3621
Number:

Email beliskey@yahoo.com
Address(es):

How did you hear City of Dubuque Social Media
about City of
Dubuque Boards
and
Commission?

If other, please *Field not completed.*
specify:

Have you No
participated in the
City of Dubuque
City Life Program
Life program?

If so, when? *Field not completed.*

Are you currently No
serving on other
Boards,
Commissions, or
Committees?

If yes, which? *Field not completed.*

Have you served No
on a Board,
Commission, or
Committee
before?

If yes, which? *Field not completed.*

Why are you It sounds interesting. I've always liked to work with police, fire and
interested in believe civil service is an important function in any community.
applying for this
Board or
Commission?

Describe your I have 20 years of working as a legal secretary, plus 18 years in the

experiences
(professional,
personal, or
volunteer), skills,
and /or education
that have
prepared you for
service on this
Board or
Commission?

banking industry. A lot of years working with the public. While in Michigan, I was active in the JayCees and developed many community contacts.

Share your
experience
working in
diverse
environments:

Working in the legal and banking fields and being a JC, I've worked with people from all walks of life, low income to wealthy, all colors and several nationalities. People are people and all need to be treated with respect. Lu Ann

List two
professional
references:
(Examples:
employer,
coworker, client,
vendor, mentor,
volunteer
organizer, etc.))

Lu Ann Bowman, 563-663-2919, friend and former bank supervisor
Lisa Schroeder, 563-564-9637, friend

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

Signature (type
your name here
as electronic
verification):

Barbara Liskey

Date:

07/31/2025

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Adrienne Breidfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Shelley Stickfort](#); [Pam McCarron](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 7/29/2025 5:45:39 PM

This sender is trusted.

Board/Commission Application Form

This application is a public document and as such can be reproduced and distributed for the public. Specific attention should be directed to the possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA. accepts applications for any Board and or Commission at any time. Applications stay active for one year from the date of receipt.

General Eligibility Requirements for All Boards and Commissions

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

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Civil Service Commission
Commission, or
Committee
applying for:

Name: Randall Ludowitz

Pronunciation: Ran-Dell Lou-Dough-Wits

Street Address: 867 Barbaralee
You must live
within the
Dubuque city

limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52003

Preferred Phone (563) 663-1770
Number:

Email Rludy2002@aol.com
Address(es):

How did you hear Other:
about City of
Dubuque Boards
and
Commission?

If other, please Telegraph Herald
specify:

Have you No
participated in the
City of Dubuque
City Life Program
Life program?

If so, when? *Field not completed.*

Are you currently No
serving on other
Boards,
Commissions, or
Committees?

If yes, which? *Field not completed.*

Have you served No
on a Board,
Commission, or
Committee
before?

If yes, which? *Field not completed.*

Why are you I had many interactions with Civil Service when I served as a Union
interested in Steward.
applying for this
Board or
Commission?

Describe your I was a Union Steward with the City of Dubuque and was present for

experiences
(professional,
personal, or
volunteer), skills,
and /or education
that have
prepared you for
service on this
Board or
Commission?

many meetings with Civil Service in matters of grievances and
contracts

Share your
experience
working in
diverse
environments:

I worked for the City for over 30 years and delt with lots of diverse
employees and citizens. I volunteer at the Veterans Freedom Center.
I give rides for Duride. And Volunteer at Hospice of Dubuque.

List two
professional
references:
(Examples:
employer,
coworker, client,
vendor, mentor,
volunteer
organizer, etc.))

Kevin Saylor 563 542 5489. Kevin was the Business agent with
Teamsters local 421.

Al Rowell 563 542-6512 Al is President of the Veterans Freedom
Center

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

Signature (type
your name here
as electronic
verification):

Randall Ludowitz

Date:

7-29-2025

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Shelley Stickfort](#); [Pam McCarron](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 7/29/2025 7:03:07 AM

This sender is trusted.

Board/Commission Application Form

This application is a public document and as such can be reproduced and distributed for the public. Specific attention should be directed to the possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA. accepts applications for any Board and or Commission at any time. Applications stay active for one year from the date of receipt.

General Eligibility Requirements for All Boards and Commissions

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

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for:

Name: Brian J Neises

Pronunciation: Nice-es

Street Address: 1841 Phyllrich Dr.
You must live within the Dubuque city

limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52002

Preferred Phone Number: 5633132466

Email Address(es): neisesbrian@gmail.com

How did you hear about City of Dubuque Boards and Commission? Other:

If other, please specify: Telegraph Herald

Have you participated in the City of Dubuque City Life Program Life program?

No

If so, when? *Field not completed.*

Are you currently serving on other Boards, Commissions, or Committees?

No

If yes, which? *Field not completed.*

Have you served on a Board, Commission, or Committee before?

No

If yes, which? *Field not completed.*

Why are you interested in applying for this Board or Commission?

I just moved back to Dubuque from Asbury and would like to be involved in supporting city.

Describe your I currently am a program manager at Goodwill and former Dubuque

experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?

Share your experience working in diverse environments:

I dedicated 15 years to Dubuque Schools starting at Central Altrnative High School and ending at Lincoln Elementary. Both were tough schools with a variety of student backgrounds and socio economic levels.

List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))

Randy Rennison 581-3227, oldest living friend
Brad Cavanaugh, friend and fellow volunteer at Bridges out of Poverty

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

Signature (type your name here as electronic verification):

Brian J Neises

Date:

07/29/2025

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Shelley Stickfort](#); [Pam McCarron](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 7/29/2025 8:03:06 AM

This sender is trusted.

Board/Commission Application Form

This application is a public document and as such can be reproduced and distributed for the public. Specific attention should be directed to the possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA. accepts applications for any Board and or Commission at any time. Applications stay active for one year from the date of receipt.

General Eligibility Requirements for All Boards and Commissions

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

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for:

Name: Darcy VanOstrand

Pronunciation: *Field not completed.*

Street Address: 1222 Lincoln Ave
You must live within the Dubuque city

limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52001

Preferred Phone Number: 563-564-6232

Email Address(es): d_kiebler@yahoo.com

How did you hear about City of Dubuque Boards and Commission?

If other, please specify: TH paper

Have you participated in the City of Dubuque City Life Program Life program?

No

If so, when? *Field not completed.*

Are you currently serving on other Boards, Commissions, or Committees?

No

If yes, which? *Field not completed.*

Have you served on a Board, Commission, or Committee before?

No

If yes, which? *Field not completed.*

Why are you interested in applying for this Board or Commission?

I want to be more involved

Describe your I own my business & have been dealing with a lot of people for many

experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?

Share your experience working in diverse environments:

List two professional references:
(Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))

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

Signature (type your name here as electronic verification):

Date: 7/29/2025

Email not displaying correctly? [View it in your browser.](#)

STATE OF IOWA
DUBUQUE COUNTY

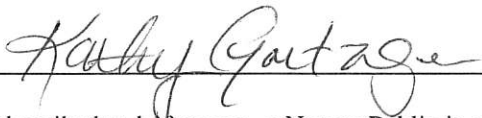
SS:

CERTIFICATE OF PUBLICATION

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

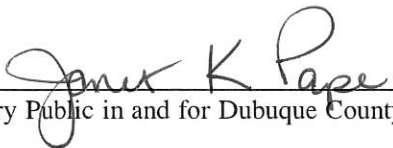
08/29/2025

and for which the charge is 23.36

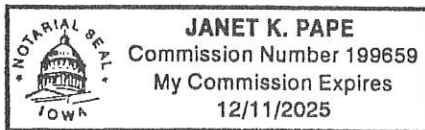


Subscribed to before me, a Notary Public in and for Dubuque County, Iowa,

this 29th day of August, 2025



Notary Public in and for Dubuque County, Iowa.



Ad text :

CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE

Notice is hereby given that the City of Dubuque Mayor Brad M. Cavanagh has selected Julie Bockenstedt, 2475 Cherry St. and Otto Kruuger, 2521 Wheatland Dr. for appointment to the Civil Service Commission. The 4-year terms on the commission are newly created terms per Iowa Senate File 311 and will expire on April 6, 2027. The Dubuque City Council will vote on the appointments at a regularly scheduled meeting of the City Council on October 6, 2025, at 6:30 p.m. in the Historic Federal Building, 350 W. 6th St., 2nd Floor Council Chambers.

The official agenda will be posted on the Friday before the meeting and will contain viewing options for the meeting. The City Council agenda can be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

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

Adrienne N. Breitfelder, City Clerk
1t 8/29

CHAPTER 3

INVESTMENT AND CASH MANAGEMENT OVERSIGHT ADVISORY COMMISSION

SECTION:

2-3-1: Commission Created

2-3-2: Purpose

2-3-3: Internal Organization And Rules

2-3-4: Procedures For Operation

2-3-5: Membership

2-3-6: Oath

2-3-7: Terms

2-3-8: Vacancies

2-3-9: Officers; Organization

2-3-10: Meetings

2-3-11: Compensation

2-3-12: Removal

2-3-13: Powers

2-3-14: Reports Provided

2-3-1: COMMISSION CREATED:

There is hereby created the investment and cash management oversight advisory commission. (Ord. 52-14, 8-4-2014; amd. Ord. 1-25, 1-6-2025)

2-3-2: PURPOSE:

The purpose of the commission is to review the actions and decisions of the city's investments and all money managers for compliance with the city's investment policy and to report any noncompliance to the city council; to review internal cash management practices and external agreements regarding the banking services agreement, U.S. Treasuries, and certificates of deposits; to review the investment performance of the City's investments and money managers and to report to the City Council concerning such investment at least quarterly; and to recommend, as needed, changes in the investment policy or cash management practices to the city council. (Ord. 52-14, 8-4-2014; amd. Ord. 1-25, 1-6-2025)

2-3-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 52-14, 8-4-2014)

2-3-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 52-14, 8-4-2014)

2-3-5: MEMBERSHIP:

The commission comprises five (5) residents of the city, appointed by the city council, who have knowledge about investments and finance but with no affiliation with a firm or corporation which does now or during the term of a commissioner provides investment or financial advice or services to the city. (Ord. 52-14, 8-4-2014)

2-3-6: OATH:

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 52-14, 8-4-2014; amd. Ord. 35-24, 6-17-2024)

2-3-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. (Ord. 52-14, 8-4-2014)

2-3-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 52-14, 8-4-2014)

2-3-9: OFFICERS; ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 52-14, 8-4-2014)

2-3-10: MEETINGS:

- A. Regular Meetings: The commission must meet quarterly.
- B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- D. Attendance:
 - 1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.
 - 2. Attendance must be entered upon the minutes of all meetings.
- E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.
- F. Quorum: Three (3) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 52-14, 8-4-2014; amd. Ord. 35-24, 6-17-2024)

2-3-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 52-14, 8-4-2014)

2-3-12: REMOVAL:

Except as provided in subsection 2-3-10D1 of this chapter, the city council may remove any commissioner for good cause. (Ord. 29-15, 5-18-2015)

2-3-13: POWERS:

The commission has the following powers, duties, and responsibilities:

- A. To review the actions and decisions of the Chief Financial Officer and the city's money managers for compliance with the city's investment policy and report any noncompliance to the city council;
- B. To recommend, as needed, changes in the city's investment policy to the city manager and the city council;
- C. To review the investment performance of the city and the city's money managers and report to the city council concerning same at least quarterly; and
- D. To review the City's internal cash management practices and external agreements regarding the banking services agreement, U.S. Treasuries, and certificates of deposits for compliance with agreement terms and conditions. (Ord. 52-14, 8-4-2014; amd. Ord. 3-20, 1-21-2020; Ord. 1-25, 1-6-2025; Ord. 6-25, 2-17-2025)

2-3-14: REPORTS PROVIDED:

The Chief Financial Officer must provide the commission with monthly, quarterly, and annual reports prepared by the Chief Financial Officer and the city's financial advisors. (Ord. 52-14, 8-4-2014; amd. Ord. 3-20, 1-21-2020; Ord. 1-25, 1-6-2025; Ord. 6-25, 2-17-2025)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Kaia Humpal](#); [Jenny Larson](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 9/3/2025 10:26:14 AM

This sender is trusted.

Board/Commission Application Form

This application is a public document and as such can be reproduced and distributed for the public. Specific attention should be directed to the possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA. accepts applications for any Board and or Commission at any time. Applications stay active for one year from the date of receipt.

General Eligibility Requirements for All Boards and Commissions

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

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Investment and Cash Management Oversight Advisory Commission Commission, or Committee applying for:

Name: Daniel Scott

Pronunciation: Field not completed.

Street Address: 2435 Kaufmann Ave
You must live within the Dubuque city

limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52001

Preferred Phone Number: 6303838680

Email Address(es): danscott4544@yahoo.com

How did you hear about City of Dubuque Boards and Commission?

If other, please specify: Utility Bill

Have you participated in the City of Dubuque City Life Program Life program?

No

If so, when? *Field not completed.*

Are you currently serving on other Boards, Commissions, or Committees?

Yes

If yes, which? BARS (Board of Restaurant Success)

Have you served on a Board, Commission, or Committee before?

Yes

If yes, which? Soldiers For Wildlife Board - Board Member
BARS (Board of Restaurant Success) - Advisory
Marvel Capitol Group Board - Advisory

Why are you interested in applying for this I am seeking appointment to the Investment and Cash Management Oversight Advisory Commission because I believe it represents a meaningful opportunity to contribute to the long-term financial stewardship of Dubuque. As someone who has chosen this city as

Board or Commission? the place to start and raise a family, I am deeply invested in its continued growth and stability. I see this commission as a way to apply my skills and perspective toward ensuring responsible oversight that benefits both current residents and future generations. Serving on this body would allow me to make an outsized, positive impact on the community while supporting Dubuque's vision for a thriving, sustainable future.

Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission? I believe my skills, education, and professional experience have prepared me well to serve on the Investment and Cash Management Oversight Advisory Commission. Over the past 10+ years, I have held leadership roles in sales and marketing where I gained extensive experience in contract review, financial analysis, and cross-functional collaboration with finance, legal, accounting, and executive leadership teams. These experiences have honed my ability to analyze complex information, manage risk, and align diverse stakeholders toward shared objectives.

Beyond my professional career, I have also dedicated significant time to community-focused work. As Treasurer and Fundraising Director for Soldiers For Wildlife, I helped grow the nonprofit's donations from just \$50 to more than \$500,000, ensuring transparency, financial discipline, and sustainable growth. This combination of leadership, financial stewardship, and commitment to service has equipped me with the perspective and skills necessary to contribute meaningfully to the commission's important work.

Share your experience working in diverse environments: Throughout my career in corporate America, I have had the privilege of working within highly diverse teams comprised of individuals from a wide range of backgrounds, perspectives, and experiences. These environments required not only adaptability, but also the ability to communicate clearly, collaborate productively, and build trust across differences. I have seen firsthand how diversity strengthens problem-solving and leads to more innovative, lasting outcomes. In every role, I have prioritized listening, fostering inclusion, and aligning teams toward shared objectives, skills that I believe will be invaluable in serving on this commission.

List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.)) Anderson Jackson - NAVY Seal - Medic (708) 278 2800 andersonjackson93@gmail.com (coworker)

Priscilla Zuchowski - Sr. Mgr General Motors (219) 798 1467 priscilla.zuchowski@gmail.com (colleague/peer)

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I

meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):	Daniel Scott
---	--------------

Date:	09/03/2025
-------	------------

Email not displaying correctly? [View it in your browser.](#)

CITY OF DUBUQUE

BOARDS AND COMMISSIONS DETAILS AND OPENINGS

X / X / 25

Indicates openings within 2025

Open

Indicates Current Opening

Indicates Public Member representing board or commission and appointed as a representative to a separate board or commission

AIRPORT COMMISSION

4 Yr. Term - Meets 4th Tuesday, 4 p.m., Airport Conf. Room

Public Member 1	Open	Open	9/14/25
Public Member 2	Mariann	Kurtz Weber	9/14/29
Public Member 3	Michael	Phillips	9/14/26
Public Member 4	Robert	Blocker	9/14/26
Public Member 5	Bob	Woodward	9/14/28

CABLE TELEVISION COMMISSION

3 Yr. Term - Meets on Call., Varied locations

Public Member 1	Pauline	Maloney	7/1/26
Public Member 2	Georgina	Guerrero	7/1/26
Public Member 3	Ronald	Tigges	7/1/26
Public Member 4	Tom	Eckermann	7/1/27
Public Member 5	Jennifer	Tigges	7/1/27

AIRPORT ZONING BOARD OF ADJUSTMENTS

5 Yr. Term - Meets on Call

City ZBA Rep.	Rena	Stierman	3/25/27
City ZBA Rep.	Matthew	Mauss	3/25/28

CATFISH CREEK WATERSHED MANGT. AUTHORITY

4 Yr. term - Meets Quarterly

Public Member 1	Rachel	Boeke	7/16/28
Public Member 2	William	Hindricks	7/16/28

AIRPORT ZONING COMMISSION

6 Yr. Term - Meets on Call

City ZAC Rep.	Richard	Russell	7/1/27
City ZAC Rep.	Pat	Norton	7/1/28

CIVIC CENTER ADVISORY COMMISSION

3 Yr. Term - Meets last Mon. of every third month, 3:30 p.m., Five Flags

Public Member 1	Alan	Schumacher	6/29/27
Public Member 2	Mc Kenzie	Blau	6/29/28
Public Member 3	Colleen	Myers	6/29/28
Public Member 4	Bryce	Parks	6/29/27
Public Member 5	Sara	Tandy	6/29/28

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION

3 Yr. Term - Meets 4th Tuesday, 3:30 p.m., MFC or Varied locations

At-Large - Outside Cultural Dist. 1	Open	Open	6/30/27
Business Prof - In Cultural Dist. 1	Nick	Halder	6/30/28
Business Prof 2	Gail	Chavenelle	6/30/27
Public Member 1	Shirley	Davis-Orwoll	6/30/28
Public Member 2	Doug	Donald	6/30/26
Public Member 3	David	Barba	6/30/26
Public Member 4	Jessica	Ochoa	6/30/28

CIVIL SERVICE COMMISSION

4 Year Term - Meets 2nd Wed., 4:15 p.m., City Hall

Public Member 1	Scott	Crabill	4/6/26
Public Member 2	Carla	Heathcote	4/6/28
Public Member 3	Miquel	Jackson	4/6/29
Public Member 4	Open	Open	4/6/27
Public Member 5	Open	Open	4/6/27

BUILDING CODE ADVISORY AND APPEALS BOARD

3 Yr. Term -Meets on Call; 4:30 p.m., Federal Bldg.

Altn. Commercial Construct Pro 1	Open	Open	1/1/27
Altn. Electrical Construct Pro 1	Adam	Brown	1/1/27
Altn. HVAC Construct Pro 1	Open	Open	1/1/27
Altn. Plumbing Construct Pro 1	Open	Open	1/1/27
Altn. Residential Construct Pro 1	Open	Open	1/1/27
Commercial Construct Pro 1	Open	Open	1/1/27
Electrical Construct Pro 1	Thomas	Townsend	1/1/27
HVAC Construct Pro 1	Corey	Valaskey	1/1/27
Multidisciplinary Rep. 1	Michael	Shimkus	1/1/27
Multidisciplinary Rep. 2	Nathan	Wardle	1/1/27
Plumbing Construct Pro 1	Open	Open	1/1/27
Residential Construct Pro 1	Open	Open	1/1/27

COMMUNITY DEVELOPMENT ADVISORY COMMISSION

3 Yr. Term - Meets 3rd Wed., 5:30 p.m., Federal Bldg./Housing

Housing Commission Rep. 1	Renee	Kehoe	8/17/27
Low/Moderate Income Rep. 1	Talma	Brown	2/15/26
Low/Moderate Income Rep. 2	Dale	Campbell Jr.	2/15/27
Low/Moderate Income Rep. 3	Gabriel	Mozena	2/15/27
Low/Moderate Income Rep. 4	Open	Open	2/15/28
Public Member 1	Open	Open	2/15/27
Public Member 2	Dean	Boles	2/15/28
Public Member 3	Michelle	Hinke	2/15/28
Public Member 4	Julie	Woodyard	2/15/26

HISTORIC PRESERVATION COMMISSION

3 Yr. Term - Meets 3rd Thur., 5:30 p.m., Federal Bldg.

Architect At-Large 1	Christina	Monk	7/1/26
Cathedral District 1	Open	Open	7/1/26
Jackson Park District 1	Janice	Esser	7/1/28
Langworthy District 1	Chad	Witthoeft	7/1/26
Old Main District 1	Open	Open	7/1/27
Public Member 1	Heidi	Pettitt	7/1/27
Public Member 2	Bill	Doyle	7/1/27
Public Member 3	Tim	Gau	7/1/27
West 11th District 1	Rick	Stuter	7/1/28
Interim District Rep. 1	Adam	Schwendinger	NA

BOARD OF LIBRARY TRUSTEES

4 Yr. Term - Meets 4th Thur. 4 p.m., Library

Public Member 1	Andrew	Bland	7/1/26
Public Member 2	A. Alanda	Gregory	7/1/26
Public Member 3	Victor	Lieberman	7/1/27
Public Member 4	Pam	Mullin	7/1/27
Public Member 5	Diann	Guns	7/1/28
Public Member 6	Christina	Monk	7/1/28
Public Member 7	Jessica	Connery	7/1/29

HOUSING APPEALS AND MEDIATION BOARD

3 - Yr. Term - Meets on Call, 4:30 p.m., Federal Bldg.

Public Member 1	Mary	Gotz	1/1/27
Public Member 2	Luke	Hoffmann	1/1/27
Public Member 3	Cole	Hansen	1/1/27
Public Member 4	Lynn	Sutton	1/1/27
Public Member 5	Jeff	Lenhart	1/1/27

HOUSING COMMISSION

3 Yr. Term - Meets 4th Tues. (Jan, Aril, July, Oct), 4:00 p.m., Fed. Bldg.

Public Member 1	Renee	Kehoe	8/17/27
Public Member 2	Ross	Janes	8/17/27
Public Member 3	Rick	Merfeld	8/17/28
Public Member 4	Open	Open	8/17/27
Public Member 5	Open	Open	8/17/27
Public Member 6	Open	Open	8/17/28
Public Member 7	Julietta	Scott	8/17/26
Public Member 8	Rick	Baumhover	8/17/28
Public Member 9	Amy	Eudaley	8/17/26
Section 8 Rep. 1	Open	Open	8/17/27

HOUSING TRUST FUND ADVISORY COMMITTEE

3 Yr. Term - Meets as needed, 7:30 a.m., Federal Bldg.

Housing Commission Rep. 1	Rick	Baumhover	8/17/25
Housing Commission Rep. 2	Amy	Eudaley	8/17/26
Public Member 1	Open	Open	8/17/28
Public Member 2	Jim	Holz	8/17/27
Public Member 3	Michelle	Becwar	8/17/27

HUMAN RIGHTS COMMISSION

3 Yr. Term - Meets 2nd Tus. 4:30 p.m., MFC Conf. room 2

Public Member 1	Rick	Baumhover	1/1/28
Public Member 2	Luselena	Bravo	1/1/26
Public Member 3	Matt	Zanger	1/1/26
Public Member 4	Jake	Kurczek	1/1/26
Public Member 5	Nikkole	Nutter	1/1/27
Public Member 6	DeLano	Cain-Watson	1/1/27
Public Member 7	Traci	Phillipson	1/1/28
Public Member 8	David	Heiar	1/1/27
Public Member 9	Michaela	Freiburger	1/1/28

**INVESTMENT AND CASH MANAGEMENT OVERSIGHT
ADVISORY COMMISSION**

3 Yr. Term - Meets 4th Thur. (Jan., April, July, Oct.) 3 p.m., City Hall

Public Member 1	Daniel	Garza	7/1/26
Public Member 2	Molly	Valaskey	7/1/27
Public Member 3	Lucian	Paucean	7/1/27
Public Member 4	Open	Open	7/1/28
Public Member 5	Open	Open	7/1/28

LONG RANGE PLANNING ADVISORY COMM.

3 Yr. Term - Meets 3rd Wed. 5:30 p.m., Federal Bldg.

Housing Commission Rep. 1	Julietta	Scott	8/17/26
Public Member 1	Mark	Ward	7/1/26
Public Member 2	Michael	Rabagia	7/1/26
Public Member 3	Aaron	Miller	7/1/27
Public Member 4	Beth	McGrath	7/1/27
Public Member 5	Open	Open	7/1/28
Public Member 6	Open	Open	7/1/28

PARKS AND RECREATION ADVISORY COMMISSION

3 Yr. Term - Meets 2nd Tues., 4:30 p.m. MFC/Varied locations

Public Member 1	Robin	Kennicker	6/30/26
Public Member 2	Ron	Axtell	6/30/26
Public Member 3	Jessica	Ochoa	6/30/26
Public Member 4	Jennifer	Tigges	6/30/27
Public Member 5	Lori	Ollendick	6/30/28
Public Member 6	Josh	Jorgenson	6/30/28
Public Member 7	Jason	Henkel	6/30/28

RESILIENT COMMUNITY ADVISORY COMMISSION

3 Yr. Term - Meets 1st Thur. 5:00 p.m., Jule Op. & Train. Center

Commission Cross Rep. 1	Open	Open	7/16/27
Commission Cross Rep. 2	Robin	Kennicker	6/30/26
Commission Cross Rep. 3	Open	Open	2/15/25
Public Member 1	Open	Open	7/1/28
Public Member 2	Nolan	Bielinski	7/1/27
Public Member 3	David	Mc Dermott	7/1/26
Public Member 4	Lalith	Jayawickrama	7/1/26
Public Member 5	Rachel	Schmidt	7/1/27
Public Member 6	Jacob	Kohlhaas	7/1/28

TRANSIT ADVISORY BOARD

3 Yr. Term - Meets bi-monthly Sept. to May, 2nd Thur.

Intermodal Transit Station

Public Member 1	Alex	Kruse	7/30/28
Public Member 2	Talma	Brown	7/30/26
Public Member 3	Greg	Orwoll	7/30/26
Public Member 4	Dora	Serna	7/30/26
Public Member 5	Katie	Bailey	7/30/27

ZONING ADVISORY COMMISSION

3 Yr. Term - Meets 1st Wed., 6:00 p.m., Fed. Bldg..

Public Member 1	Matthew	Mulligan	7/1/28
Public Member 2	Martha	Christ	7/1/26
Public Member 3	Carrie	Lohrmann	7/1/26
Public Member 4	Teri	Zuccaro	7/1/26
Public Member 5	Richard	Russell	7/1/27
Public Member 6	Troy	Froistad	7/1/27
Public Member 7	Pat	Norton	7/1/28

ZONING BOARD OF ADJUSTMENTS

5 Yr. Term - Meets 4th Thur., 5:30 p.m. Fed. Bldg..

Public Member 1	Gwen	Kosel	3/25/29
Public Member 2	Keith	Ahlvin	3/25/30
Public Member 3	Open	Open	3/25/26
Public Member 4	Rena	Stierman	3/25/27
Public Member 5	Matthew	Mauss	3/25/28

**City of Dubuque
City Council**

PUBLIC HEARINGS # 1.

ITEM TITLE: Water System Improvements 2024 North English Road Water Main Extension Project – Public Hearing: State Revolving Fund (SRF) Loan – Environmental Review

SUMMARY: Proof of publication on notice of public hearing to consider City Council approve the resolution authorizing the mayor to sign the revised Environmental Information Document (EID) and direct staff to submit the required documentation, and City Manager recommending approval.

RESOLUTION State Revolving Fund (SRF) Loan - Environmental Review - Water System Improvements 2024 North English Road Water Main Extension Project: Approval Of An Environmental Review As Provided By SRF's Department Of Natural Resources For The Water System Improvements 2024 North English Road Water Main Extension Project

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

ATTACHMENTS:

1. MVM Memo
2. N English Rd WM Extension Public Hearing MVM Memo 9.23.2025
3. N English Rd WM Extension Resolution for Public Hearing 9.23.2025
4. FS-31-22-DWSRF-025_EID
5. Proof of Publication - SRF North English Rd

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Water System Improvements 2024 North English Road Water Main Extension
Project – Public Hearing
State Revolving Fund (SRF) Loan – Environmental Review

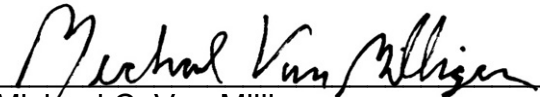
DATE: September 29, 2025

Water Department Director Christopher Lester is recommending City Council approve the resolution authorizing the mayor to sign the revised Environmental Information Document (EID) and direct staff to submit the required documentation.

This project has been awarded funding through the Iowa State Revolving Fund (SRF) program, which is administered locally by the Iowa Department of Natural Resources (DNR). As part of the loan process, the project is subject to a federally mandated environmental review. The SRF program offers several financial advantages, including variable low interest rates, paying interest only on funds as they are drawn, 0% interest loans for planning and design costs for up to three years or until construction begins, and flexible repayment terms of up to 30 years. These features help reduce overall project costs and improve long-term affordability for the community.

The environmental review is summarized in an Environmental Information Document (EID), which is provided to the City by DNR and SRF environmental staff. The EID will be made available upon request, and a hardcopy will be available two weeks prior to the public hearing and will also be accessible at the hearing itself. The hearing notice will be advertised to the public not less than thirty (30) days before the date of the hearing. Any public comments received during the hearing will be submitted to DNR/SRF staff for consideration.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Christopher Lester, Water Department Director
Jenny Larson, Chief Financial Officer
Randy Gehl, Public Information Officer
Eldon Schneider, Water Project Supervisor
Carl Plumley, Water Distribution Supervisor



TO: Michael C. Van Milligen, City Manager

FROM: Christopher Lester, Water Department Director

DATE: September 23, 2025

RE: Water System Improvements 2024 North English Road Water Main Extension
Project – Public Hearing
State Revolving Fund (SRF) Loan – Environmental Review

INTRODUCTION

The purpose of this memorandum is to conduct a public hearing as required for all designated projects receiving assistance from the State Revolving Fund (SRF) with a Finding of No Significant Impact (FNSI). The purpose of the public hearing is to review the Environmental Information Document (EID).

BACKGROUND

The City of Dubuque's Water Department has identified a phased capital improvement program to extend and make necessary improvements throughout the community. The improvements are primarily associated with the water distribution system. These improvements will address water resiliency, reduce bottlenecks, improve water storage and pumping at key locations throughout the community to support the existing customer base and prepare the city for increased demands associated with existing and new customers. The improvements will also assist the City's need to reduce and better manage dead-end water mains and other areas where the water age and water quality can suffer due to lack of circulation.

In 2022, Origin Design was awarded the City-Wide Water Distribution System, Storage, and Pumping Improvements Project and completed the preliminary design identifying five (5) capital projects.

One of the five projects is the North English Road Water Main Extension project that will bring water service to a portion of the SW Arterial, starting at Edval Lane and N. Cascade Road, west along the SW Arterial to North English Road. This project will allow continued extensions, looping water main along the SW Arterial between USHWY 151/61 to USHWY 20 while also providing service between pressure zones and increasing water service reliance to the city's southern and western most customers.

Origin Design has completed the plans and specifications for the installation of a 12-inch water main extension starting at Edval Lane on N. Cascade Road south to the SW Arterial. At the intersection with the SW Arterial, the main will head west to North English Mill Road, turning north along North English Road for approximately 1,100 feet.

The North English Road water main extension creates a path for a future loop and connection of Pressure Zone 3 and 4, when in later phases it can extend to English Mill Road and then south to the English Mill Pump Station.

DISCUSSION

This project has been awarded funding through the Iowa State Revolving Fund (SRF) program, which is administered locally by the Iowa Department of Natural Resources (DNR). As part of the loan process, the project is subject to a federally mandated environmental review. The SRF program offers several financial advantages, including variable low interest rates, paying interest only on funds as they are drawn, 0% interest loans for planning and design costs for up to three years or until construction begins, and flexible repayment terms of up to 30 years. These features help reduce overall project costs and improve long-term affordability for the community.

The environmental review is summarized in an Environmental Information Document (EID), which is provided to the City by DNR and SRF environmental staff. The EID will be made available upon request, and a hardcopy will be available two weeks prior to the public hearing and will also be accessible at the hearing itself. The hearing notice will be advertised to the public not less than thirty (30) days before the date of the hearing. Any public comments received during the hearing will be submitted to DNR/SRF staff for consideration.

This hearing is a required component of the SRF loan environmental review process and provides an opportunity for interested citizens to offer comments or raise questions regarding the potential environmental impacts of the proposed project.

Following the public hearing, the City will submit the public hearing record, the certification of publication, and the executed Environmental Information Document (EID) to the SRF Environmental Review Specialist for review and environmental clearance.

REQUESTED ACTION

I respectfully request that the City Council conduct the public hearing and approve the resolution authorizing the mayor to sign the revised Environmental Information Document (EID) and direct staff to submit the required documentation.

cc: Jenny Larson, Chief Financial Officer
Randy Gehl, Public Information Officer
Eldon Schneider, Water Project Supervisor
Carl Plumley, Water Distribution Supervisor

RESOLUTION NO._____-25
STATE REVOLVING FUND (SRF) LOAN - ENVIRONMENTAL REVIEW
WATER SYSTEM IMPROVEMENTS 2024
NORTH ENGLISH ROAD WATER MAIN EXTENSION PROJECT

**APPROVAL OF AN ENVIRONMENTAL REVIEW AS PROVIDED BY SRF'S
DEPARTMENT OF NATURAL RESOURCES FOR THE WATER SYSTEM
IMPROVEMENTS 2024 NORTH ENGLISH ROAD WATER MAIN EXTENSION
PROJECT.**

Whereas, the City of Dubuque is pursuing an engineered solution to bring water service to a portion of the SW Arterial, starting at Edval Lane and N. Cascade Road, west along the SW Arterial to North English Road through an Iowa, State Revolving Fund assisted program; and

Whereas, as part of the SRF loan process, the City is required to complete an environmental review through the public hearing process; and

Whereas, public notification of the hearing was advertised on September 3, 2025, a minimum of 30 days prior to the public hearing per SRF IDNR requirements; and

Whereas, a public hearing was held on the 6th day of October 2025 at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor) 350 W. 6th Street, Dubuque, Iowa, at which time interested persons appeared and heard for or against the proposed environmental review of said Project; and

Whereas, a discussion was held on the environmental impacts of said project; and

Whereas, a transcript of the public hearing and a summary of public comments will be available for public review.

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

Section 1. The environmental review as provided by SRF's Department of Natural Resources for the North English Road Water Main Extension Project, is hereby approved, and staff is directed to submit the required executed documentation to SRF, Iowa Department of Resources.

Passed, adopted, and approved this day_____of_____, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Why You Should Read This: The document below reviews the environmental impact likely from a State Revolving Fund project. As part of the environmental review, you are entitled to provide comments. If you have concerns about the environmental impact of this project, raise them now. We encourage public input in this decision making process.



IOWA STATE REVOLVING FUND
ENVIRONMENTAL INFORMATION DOCUMENT

PROJECT IDENTIFICATION

Applicant: City of Dubuque

County: Dubuque

State: Iowa

SRF Number: FS-31-22-DWSRF-025

Iowa DNR Project Number: W2021-0783

Dubuque Water System Improvements - North English Road Watermain Extension

COMMUNITY DESCRIPTION

Location: The City of Dubuque is located in Dubuque County, Iowa approximately 80 miles northeast of Cedar Rapids, Iowa and 60 miles northwest of Clinton, Iowa.

Population: The population of Dubuque according to the 2010 US Census was 57,637. The anticipated population for the year 2040 according to the Comprehensive Plan Imagine Dubuque 2037 for the City of Dubuque is 78,682.

Current Source of Water: The City's water comes from a series of nine wells that pull water from underground aquifers: four deep wells in the sandstone of the Cambrian/Ordovician aquifer, and five shallow alluvial wells located on the banks of the Mississippi River.

Current Water Treatment and Quality: Treatment for the City's water supply occurs at the Eagle Point Water Treatment Plant (WTP). The WTP has a capacity of 18 MGD, and operates daily to provide for the water demands within the system. At the WTP, water is first aerated to reduce taste and odor parameters and to remove iron. Lime Softening is used to lower the water hardness to acceptable levels. Lime Softening occurs in solids contact clarifiers with the addition of hydrated lime. Following softening, carbon dioxide is dissolved into the water in a recarbonation process, which also adjusts the water's pH back to normal levels. The water is then filtered in gravity filter beds using sand and anthracite media. Following filtration, chemicals are added, prior to storage and distribution from the two ground-level reservoirs at the WTP. Sodium hypochlorite is used for disinfection. Hydrofluorosilic acid is added to drinking water as a measure improve dental health. Orthophosphosphate is added for iron sequestration and to inhibit scaling. Treated water quality has historically been compliant with Iowa DNR requirements.

Current Distribution System: The City currently provides water service to residents located within and outside the city limits. The City's water service area consists of approximately 19,600 acres of primarily residential area with some commercial and industrial areas. The water system service area includes nine pressure zones. There are a total of 23,381 water customers. The distribution system piping primarily consists of Polyvinyl chloride (PVC) and Ductile Iron (DI) pipe with DI fittings ranging from 4-in to 24-in diameter. The existing water distribution system consists mainly of 6-in, 8-in, 12-in mains. 16-in, 20-in, and 24-in arterial mains are located strategically throughout the system to reinforce the system during peak demands and fire flow conditions, and to provide resiliency in the system. The City currently has ten facilities providing water storage.

The growing industrial park near the proposed site is currently served by the City, within Pressure Zone 3, but the connectivity to that area is bottle-necked with respect to looped water main and booster station supply. There is currently no water storage in this area to allow the City to accommodate developed demand along the HWY 61 corridor.

The main objective of the project is to extend (and improve as necessary) water storage and distribution to the south end of the City. The project will provide resiliency to existing city infrastructure and address current deficiencies in Pressure Zone 3 related to water storage, pumping stations, and looping. There are secondary benefits to several of the improvements, including adding storage at locations in the City where future development is likely to occur and creating infrastructure that can help the City manage dead-end mains and other areas where water age and water quality can suffer due to lack of circulation.

PROJECT DESCRIPTION

Purpose: The purpose of this project is to make improvements to the water supply system to ensure that the current and future water supply requirements of the community will be met safely and reliably for at least the next 20 years.

Proposed Improvements: The proposed project includes installation of approximately 3,250 LF ductile iron pipe installed using standard open trench methods and 110 LF of steel casing will be jacked bored under North Cascade Rd. The open trench installation dimensions will be approximately 3,120-ft. by 10-ft. by 6-ft (LxWxH).

ALTERNATIVES CONSIDERED

Alternatives Considered: The City also considered a new source well out in the Pressure Zones as an alternative that would solve the community's need to accommodate growth and the resultant need for increased pumping capacity and storage during all flow conditions. This project is an extension of the City of Dubuque's overall Water System Improvements project.

Reasons for Selection of Proposed Alternative: This alternative was not deemed feasible due to the large planning and design process associated with integrating a new source to blend with the existing systems. All treatment currently occurs at Eagle Point WTP at the heart of the City. Significant unknowns with mixing differently treated water, which could come back into other Pressure Zones may cause water quality issues. Drilling and sampling the test wells could become a long process as attempts are made to identify an acceptable water quality well.

Pursuing utility improvements as identified in this Report allow for the continued expansion of the system out into the south and west growth areas using previously developed investments in distribution mains and storage facilities.

The project site was selected for the proximity to existing infrastructure, availability of land, as well as minimization of the impacts to the environment.

MEASURES TAKEN TO ASSESS IMPACT

Coordination and Documentation with Other Agencies and Special Interest Groups: The following Federal, state and local agencies were asked to comment on the proposed project to better assess the potential impact to the environment:

- U.S. Army Corps of Engineers
- U.S. Fish and Wildlife Service
- State Historical Society of Iowa (State Historical Preservation Office)
- Iowa DNR Conservation and Recreation Division
- Iowa DNR Flood Plain Management Section
- Citizen Band Potawatomi Indian Tribe
- Flandreau Santee Sioux
- Ho-Chunk Nation
- Iowa Tribe of Kansas and Nebraska
- Iowa Tribe of Oklahoma
- Kickapoo Tribe in Kansas
- Kickapoo Tribe of Oklahoma
- Lower Sioux Indian Community Council
- Miami Tribe of Oklahoma
- Omaha Tribal Council
- Osage Tribal Council
- Otoe-Missouria Tribe
- Pawnee Nation of Oklahoma
- Peoria Tribe of Indians of Oklahoma
- Ponca Tribe of Indians of Oklahoma
- Ponca Tribe of Nebraska
- Prairie Band Potawatomi Nation
- Prairie Island Indian Community
- Sac & Fox Nation of Mississippi in Iowa
- Sac & Fox Nation of Missouri
- Sac & Fox Nation of Oklahoma
- Santee Sioux Nation
- Shakopee Mdewakanton Sioux Community
- Sisseton-Wahpeton Oyate
- Spirit Lake Tribal Council
- Three Affiliated Tribes Mandan, Hidatsa & Arikara Nations
- Upper Sioux Tribe
- Winnebago Tribal Council
- Yankton Sioux Tribal Business and Claims Committee
- Dubuque County Historic Preservation Commission

Dubuque Historic Preservation Commission

No adverse comments were received from any agencies or general public. Conditions placed on the applicant by the above agencies in order to assure no significant impact are included in the Summary of Reasons for Concluding No Significant Impact section.

ENVIRONMENTAL IMPACT SUMMARY

Construction: Traffic patterns within the community may be disrupted and above normal noise levels in the vicinity of the construction equipment can be anticipated during construction and should be a temporary problem. Adverse environmental impacts on noise quality will be handled by limited hours of contractor work time during the day. Other adverse environmental effects from construction activities will be minimized by proper construction practices, inspection, prompt cleanup, and other appropriate measures. Areas temporarily disturbed by the construction will be restored. Solid wastes resulting from the construction project will be regularly cleared away with substantial efforts made to minimize inconvenience to area residents.

Care will be taken to maintain dirt to avoid erosion and runoff. The proposed project will disturb one or more acres of soil; therefore, the applicant is required to obtain an NPDES General Permit Number 2 (for storm water discharge associated with construction activities) and abide by its terms. Provided that this permit is obtained and the terms of which are abided by, no significant impact to surface water quality, fish, shellfish, wildlife, or their natural habitats is expected.

Temporary air quality degradation may occur due to dust and fumes from construction equipment. The applicant shall take reasonable precautions to prevent the discharge of visible emissions of fugitive dusts beyond the lot line of the property during the proposed project (567 Iowa Administrative Code IAC 23.3(2)“c”).

Historical/Archaeological:

Various Native American tribes with an interest in the area and the Certified Local Government were provided information regarding the project. This project will not be receiving federal funds through SRF. As such, this project is not considered a federal undertaking as defined in §300320 under the National Historic Preservation Act, 54 U.S.C. 300101 et seq. for the purpose of the SRF environmental review. If this SRF project receives federal funds from other sources, it is the responsibility of the applicant to ensure all federal requirements are met for that funding.

However, if project activities uncover any item(s) that might be of archaeological, historical, or architectural interest, or if important new archaeological, historical, or architectural data should be encountered in the project APE, the applicant should make reasonable efforts to avoid further impacts to the property until an assessment can be made by an individual meeting the Secretary of the Interior’s professional qualifications standards (36 CFR Part 61).

Environmental: According to the Iowa DNR Conservation and Recreation Division, the proposed project will not interfere with any State-owned parks, recreational areas or open spaces. The U.S. Army Corps of Engineers concurs that the project will not impact wetlands provided the terms of Nationwide Permit #58 are abided by. The project will not impact any wild and scenic rivers as none exist within the State of Iowa. The U.S. Fish &

Wildlife Service Section 7 Technical Assistance website consultation determined, and Iowa DNR Conservation and Recreation Division agree, that the project will not impact protected species or their habitats provided that any tree cutting is conducted between October 1 and March 31 to avoid impacting endangered bats. However, if any State- or Federally-listed threatened or endangered species or communities are found during the planning or construction phases, additional studies and/or mitigation may be required. According to the Iowa DNR Flood Plain Management Section, this project will not impact the 100-year floodplain provided all necessary floodplain development permits, state and local, are obtained and the terms of which are abided by. No adverse impacts are expected to result from this project, such as those to surface water quantity, or groundwater quality or quantity. No significant impact to surface water quality, fish, shellfish, wildlife, or their natural habitats is expected.

Land Use and Trends: The project will not displace population nor will it alter the character of existing residential areas. The proposed project is within the present corporate limits of Dubuque in areas zoned residential, commercial, or industrial. No significant farmlands will be impacted. This project should not impact population trends as the presence or absence of existing water/sewer infrastructure is unlikely to induce significant alterations in the population growth or distribution given the myriad of factors that influence development in this region. Similarly, this project is unlikely to induce significant alterations in the pattern and type of land use.

Irreversible and Irretrievable Commitment of Resources: Fuels, materials, and various forms of energy will be utilized during construction.

Nondiscrimination: All programs, projects, and activities undertaken by DNR in the SRF programs are subject to federal anti-discrimination laws, including the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, and section 13 of the Federal Water Pollution Control Amendments of 1972. These laws prohibit discrimination on the basis of race, color, national origin, sex, disability, or age.

POSITIVE ENVIRONMENTAL EFFECTS TO BE REALIZED FROM THE PROPOSED PROJECT

Positive environmental effects will be maintained water quality for the citizens of Dubuque. A catastrophic loss of water supply could result in City-wide health impacts due to a lack of sanitation and the use of other water sources that may not meet Federal drinking water standards.

SUMMARY OF REASONS FOR CONCLUDING NO SIGNIFICANT IMPACT

- The project will not significantly affect the pattern and type of land use (industrial, commercial, agricultural, recreational, residential) or growth and distribution of population.
- The project will not conflict with local, regional or State land use plans or policies.
- The project will not impact wetlands provided the terms of Nationwide Permit #58 are abided by.
- The project will not affect threatened and endangered species or their habitats provided that any tree cutting is conducted between October 1 and March 31 to avoid impacting endangered bats. If any State- or Federally-listed threatened or endangered species or communities are found during the planning or construction phases, additional studies and/or mitigation may be required.
- The project will not displace population, alter the character of existing residential areas, or convert significant farmlands to non-agricultural purposes.
- The project will not affect the 100-year flood plain provided all necessary floodplain development permits, state and local, are obtained and the terms of which are abided by.

- The project will not have effect on parklands, preserves, other public lands, or areas of recognized scenic or recreational value.
- No historic properties will be adversely affected by the proposed project. However, if project activities uncover any item(s) that might be of archaeological, historical, or architectural interest, or if important new archaeological, historical, or architectural data should be encountered in the project APE, the applicant should make reasonable efforts to avoid further impacts to the property until an assessment can be made by an individual meeting the Secretary of the Interior's professional qualifications standards (36 CFR Part 61).
- The project will not have a significant adverse effect upon local ambient air quality provided the applicant takes reasonable precautions to prevent the discharge of visible emissions of fugitive dusts beyond the lot line of the property during the proposed project (567 IAC 23.3(2)"c").
- The project will not have a significant adverse effect upon local ambient noise levels, surface water quantity, groundwater quality or quantity, or water supply.
- No significant impact to surface water quality, fish, shellfish, wildlife, or their natural habitats is expected provided that an NPDES General Permit Number 2 (for storm water discharge associated with construction activities) is obtained and the terms of which are abided by.

The project description, scope, and anticipated environmental impacts detailed above are accurate and complete to the best to my knowledge.

Signature of the Mayor, City of Dubuque

Date

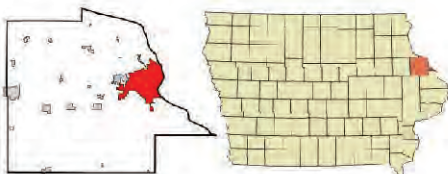
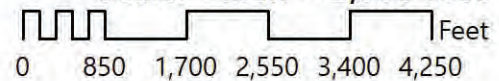
Printed Name of the Mayor, City of Dubuque

USGS Topographic Map

Dubuque Water System Improvements
North English Road Watermain Extension
Dubuque, Iowa



Scale: 1 inch = 2,000 feet



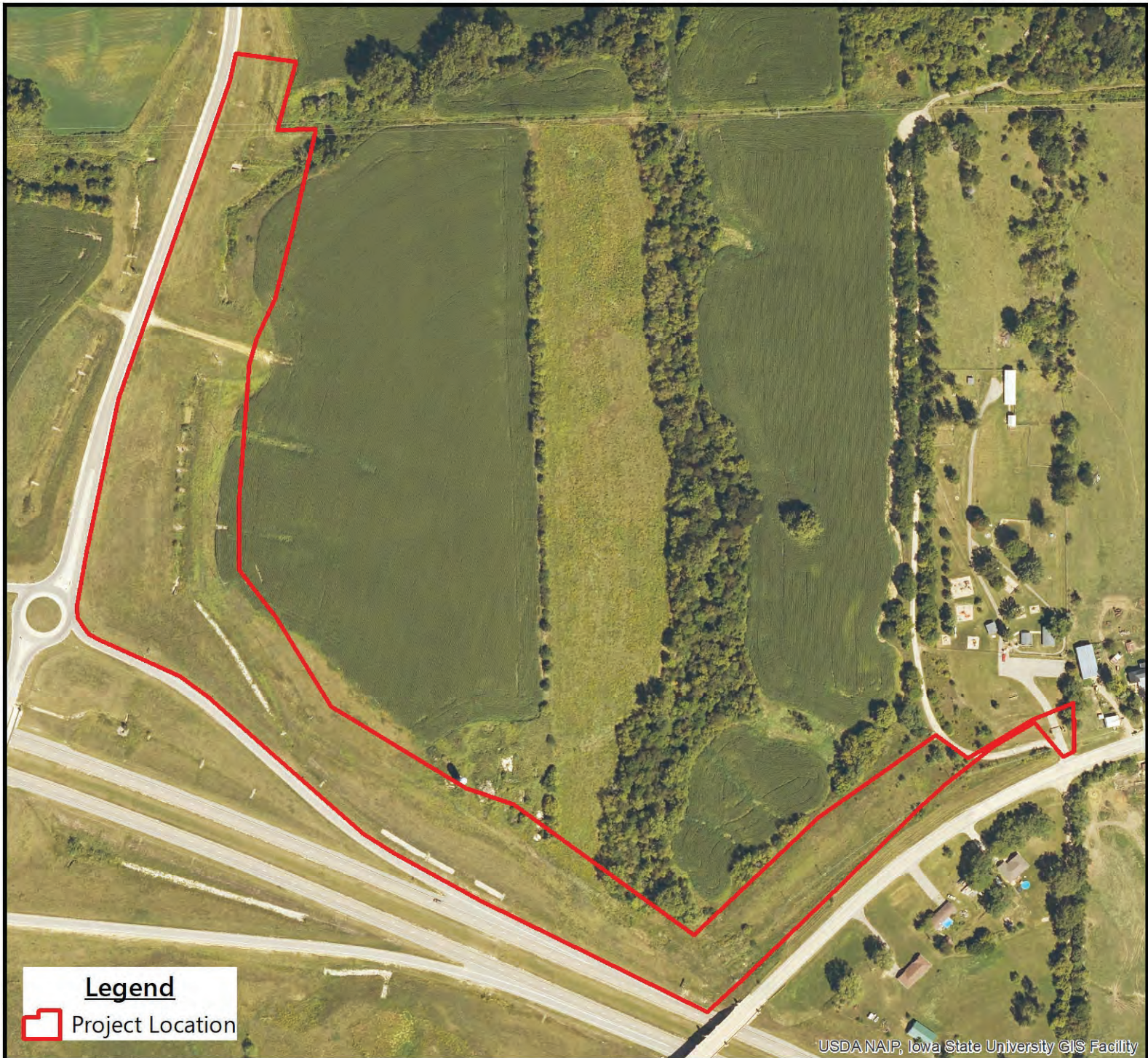
Dubuque County. Image source: Wikipedia, 2024.

USGS 7.5 Minute Quadrangle: Dubuque South
Sections: 4; Township: 88 N; Range: 02 E
Sections: 33; Township: 89 N; Range: 02 E

Date: 1972
Page 100 of 1264

Aerial Photograph

Dubuque Water System Improvements
North English Road Watermain Extension
Dubuque, Iowa

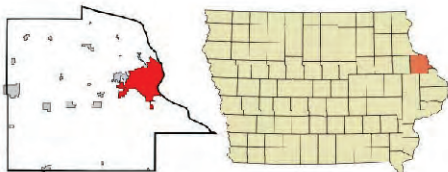
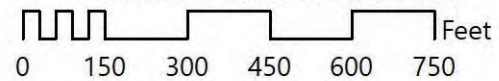


Legend

 Project Location

USDA NAIP, Iowa State University GIS Facility

Scale: 1 inch = 350 feet



Dubuque County. Image source: Wikipedia, 2024.

USGS 7.5 Minute Quadrangle: Dubuque South
Sections: 4; Township: 88 N; Range: 02 E
Sections: 33; Township: 89 N; Range: 02 E

Date: 8-31-2023
Page 100 of 1204

**STATE OF IOWA
DUBUQUE COUNTY**

SS:

CERTIFICATE OF PUBLICATION

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

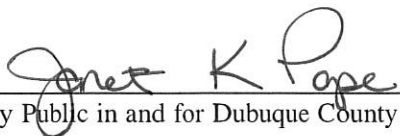
09/03/2025

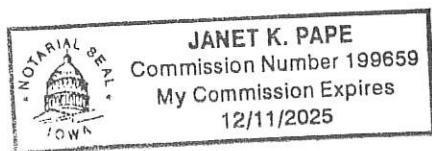
and for which the charge is 29.20



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

this 3rd day of September, 2025


Notary Public in and for Dubuque County, Iowa.



Ad text :

SRF Public Notice

PUBLIC HEARING NOTICE

The City of Dubuque will be holding a Public Hearing to review an application for a State Revolving Fund (SRF) loan and to make available to the public the contents of an environmental information document and the City's project plan. These documents include design and environmental information related to the proposed improvements to the City's water supply system.

The proposed project includes installation of approximately 3,250 LF ductile iron pipe installed using standard open trench methods and 110 LF of steel casing will be jack and bored under North Cascade Rd. The open trench installation dimensions will be approximately 3,120-ft. by 10-ft. by 6-ft (LxWxH).

The purpose of this Public Hearing is to inform area residents of the community of Dubuque of this proposed action, discuss the actual cost and user fees associated with this project, and to address citizen's concerns, if any, with the plan.

The Public Hearing location and time are as follows:

October 6, 2025 ? 6:30 p.m.

Historic Federal Building Second Floor Council Chambers

350 W. 6th Street, 2nd Floor Council Chambers

Dubuque, Iowa 52001

All interested persons are encouraged to attend this hearing. Written comments on this proposal may also be submitted prior to the hearing. Questions regarding this hearing or the availability of documentation may be directed to Christopher Lester, Water Department Director at 563.589.4291. Additionally, public comments can be sent to SRF-PC@dnr.iowa.gov.

1t 9/3

City of Dubuque
City Council

PUBLIC HEARINGS # 2.

ITEM TITLE:	Proceedings for Public Hearing for the Issuance of Not to Exceed \$2,330,000 Water Revenue Capital Loan Notes (State Revolving Loan Fund Program) North English Road Water Main
SUMMARY:	Proof of publication on notice of public hearing to consider City Council approval of the suggested proceedings for a public hearing on the issuance of a not to exceed \$2,330,000 Water Revenue Capital Loan Notes, State Revolving Loan Fund Program, the proceeds of which will be used to fund the North English Road Water Main, and City Manager recommending approval. RESOLUTION Taking additional action on proposal to enter into a Water Revenue Loan and Disbursement Agreement
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

- 1. North English Road SRF Public Hearing_MVM memo_2025_10_01
- 2. North English Road SRF Public Hearing_Staff memo_2025_10_01
- 3. 2nd Half Hrg Only Water Rev LDA (North English Rd) (Dubuque #26 2025)-v1

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Proceedings for Public Hearing for the Issuance of Not to Exceed \$2,330,000 Water Revenue Capital Loan Notes (State Revolving Loan Fund Program) North English Road Water Main

DATE: October 1, 2025

Chief Financial Officer Jennifer Larson is recommending city Council approval of the suggested proceedings for a public hearing on the issuance of a not to exceed \$2,330,000 Water Revenue Capital Loan Notes, State Revolving Loan Fund Program, the proceeds of which will be used to fund the North English Road Water Main.

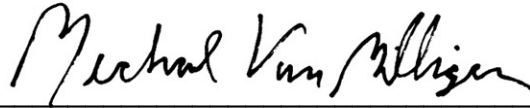
The North English Road water main extension (at the west terminus of the Southwest Arterial water main extension) creates a path for a future loop and connection of Pressure Zone 3 and 4, when in later phases it can extend to English Mill Road and then south from there to the English Mill Pump Station.

The Southwest Arterial water main extension (along with the North Cascade Road water main extension) creates an arterial water main loop that extends from the southwest end to the south end of Pressure Zone 3. The Southwest Arterial water main extension consists of a 16-in arterial water main connecting the end of the North English Road water main extension to the existing 16-in arterial water main located at the Tamarack Industrial Park. There will also be a tie-in mid-route to the 16-in arterial water main at Military Road. The proposed water main extension is planned to be located within existing roadway ROW with only one utility easement required along the entirety of the proposed water main route. The project will include the following:

- Approximately 22,150 LF of 16-in water main with 30 buried butterfly valves
- 24 fire hydrants, located at approximately 1,000-ft intervals, with 6-in DI leads and isolation gate valves
- Two (2) creek/stream crossings including water valve manholes
- Three (3) Bored Casings (approximately 650 LF) for 16-in Water Main at crossing of Military Road, North Cascade Road, and the Southwest Arterial.

The State Revolving Fund loan will have an estimated interest rate of 3.12%, a maturity date of June 1, 2045, and will be abated from the water fund.

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

A handwritten signature in black ink, reading "Michael Van Milligen". The signature is written in a cursive style with a large initial "M".

Michael C. Van Milligen

MCVM/jml
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Chris Lester, Water Department Director
Brian DeMoss, Finance Manager

TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Proceedings for Public Hearing for the Issuance of Not to Exceed
\$2,330,000 Water Revenue Capital Loan Notes (State Revolving Loan Fund
Program) North English Road Water Main

DATE: October 1, 2025

INTRODUCTION

The purpose of this memorandum is to provide suggested proceedings for the public hearing on the issuance of not to exceed \$2,330,000 Water Revenue Capital Loan Notes (State Revolving Loan Fund Program) North English Road Water Main.

BACKGROUND

The City of Dubuque is looking to address necessary improvements associated with its water distribution system. These improvements will address water resiliency, reduce bottlenecks, improve water storage and pumping at key locations throughout the community to support the existing customer base, and prepare the city for increased demands associated with the existing and new customers. The project will also assist the City's need to reduce and better manage dead-end water mains and other areas where the water age and water quality can suffer due to lack of circulation.

Through the Request for Engineering Proposal process 2022, Origin Design was awarded the City-Wide Water Distribution System, Storage, and Pumping Improvements Project to complete design of the five improvements. Origin also prepared and assisted the City in securing an Iowa SRF Intended Use Plan (IUP) Application for the proposed improvements, and a P&D Loan.

One of the five projects in the City-Wide Water Distribution System, Storage, and Pumping Improvements Project is the N. Cascade Road and SW Arterial Water Main Extension project that will bring water service to a portion of the SW Arterial and allow continued extensions, looping water main along the SW Arterial from US Highway 151/61 to US Highway 20 while also providing service between pressure zones and increasing water service reliance to the City's southern- and western-most customers.

Origin Design has completed the plans for the installation of a 12-inch water main extension starting at Edval Lane on North Cascade Road south to the SW Arterial. At the intersection with the SW Arterial, the original project scope included a water main loop that would head east along the SW Arterial in the direction of Military Road toward Tamarack Industrial Park. The project scope was amended to include water main that would also head west along the SW Arterial to North English Road, then turning north along North English Road for approximately 1,100 feet.

DISCUSSION

The North English Road water main extension (at the west terminus of the Southwest Arterial water main extension) creates a path for a future loop and connection of Pressure Zone 3 and 4, when in later phases it can extend to English Mill Road and then south from there to the English Mill Pump Station.

The SW Arterial water main extension (along with the North Cascade Road water main extension) creates an arterial water main loop that extends from the southwest end to the south end of Pressure Zone 3. The Southwest Arterial water main extension consists of a 16-in arterial water main connecting the end of the North English Road water main extension to the existing 16-in arterial water main located at the Tamarack Industrial Park. There will also be a tie-in mid-route to the 16-in arterial water main at Military Road. The proposed water main extension is planned to be located within existing roadway ROW with only one utility easement required along the entirety of the proposed water main route. The project will include the following:

- Approximately 22,150 LF of 16-in water main with 30 buried butterfly valves
- 24 fire hydrants, located at approximately 1,000-ft intervals, with 6-in DI leads and isolation gate valves
- Two (2) creek/stream crossings including water valve manholes
- Three (3) Bored Casings (approximately 650 LF) for 16-in Water Main at crossing of Military Road, North Cascade Road, and the Southwest Arterial.

The North English Road and SW Arterial portions west of North Cascade Road were not part of the original IUP submitted and approved in 2022. The IUP was updated in November 2024 to include the costs associated with the revised scope. The estimated costs associated with the additional 1,100 LF of water main along North English Road are \$305,000, and changes to the SW Arterial extension portion of the project are \$1,580,000, totaling \$1,885,000.

The State Revolving Fund loan will have an estimated interest rate of 3.12%, a maturity date of June 1, 2045, and will be abated from the water fund.

ACTION TO BE TAKEN

I respectfully recommend the adoption of the enclosed resolution on the proposed issuance not to exceed \$2.33 million in Water Revenue Capital Loan Notes (State Revolving Loan Fund Program) for the North English Road Water Main.

Attachments

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Brian DeMoss, Finance Manager

October 1, 2025

VIA EMAIL

Jenny Larson
Chief Financial Officer
Dubuque, Iowa

Re: \$2,330,000 SRF Water Revenue Loan and Disbursement Agreement
Our File No. 430411-26

Dear Jenny:

We have prepared and attach proceedings for the October 6, 2025, City Council meeting related to the public hearing and additional action on the Water Revenue Loan and Disbursement Agreement (the "Agreement") in connection with the North English Road Water Main Extension Project.

The proceedings attached include the following items:

1. Minutes of the meeting covering the public hearing, followed by the resolution taking additional action in connection with the Agreement. This resolution simply sets forth the City Council's determination to enter into the Agreement in the future and its adoption constitutes the "additional action" required by the Iowa Code.
2. Attestation Certificate with respect to the validity of the transcript.

On October 6, 2025, the City Council should meet as scheduled and hold the hearing on its intention to enter into the Agreement. The minutes as drafted assume that no objections will be filed or made.

Please return one fully executed copy of these proceedings to our office as soon as possible. Please call me if you have questions.

Best regards,

David D. Grossklaus

John P. Danos

Attachments

cc: Crenna Brumwell
Adrienne Breitfelder
Eldon Schneider
Christopher Lester
Tionna Pooler
Tony Toigo
Lee Wagner
Yolana Attaway

(Hearing – Water Revenue)

430411-26

Dubuque, Iowa

October 6, 2025

The City Council of the City of Dubuque, Iowa, met on October 6, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa. The meeting was called to order by the Mayor, and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

• • Other Business • •

PUBLIC HEARING

This being the time and place specified for holding the public hearing and taking action on the proposal to enter into a Water Revenue Loan and Disbursement Agreement, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor declared the public hearing closed.

MOTION TO APPROVE RESOLUTION

After due consideration and discussion, Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted, as follows:

RESOLUTION NO. ____

Resolution taking additional action on proposal to enter into a Water Revenue Loan and Disbursement Agreement

WHEREAS, the City of Dubuque (the “City”), in Dubuque County, State of Iowa, did heretofore establish a Municipal Waterworks Utility System (the “Utility”) in and for the City which has continuously supplied water service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the “Council”) and no board of trustees exists for this purpose; and

WHEREAS, pursuant to prior resolutions of the Council, the City has heretofore issued Water Revenue bonds or notes as set forth in prior proceedings of the Council, and a portion of such prior Water Revenue debt remains outstanding (the “Outstanding Indebtedness”); and

WHEREAS, pursuant to the resolutions relating to and authorizing the Outstanding Indebtedness (the “Outstanding Bond Resolutions”) the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Indebtedness under the terms and conditions set forth in the Outstanding Bond Resolutions; and

WHEREAS, the City has heretofore proposed to contract indebtedness and enter into a certain Water Revenue Loan and Disbursement Agreement (the “Agreement”) and to borrow money thereunder in a principal amount not to exceed \$2,330,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility, and has published notice of the proposed action and has held a hearing thereon on October 6, 2025;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Dubuque, Iowa, as follows:

Section 1. The City Council hereby determines to enter into the Agreement in the future and orders that Water Revenue Bonds be issued at such time in evidence thereof. The City Council further declares that this resolution constitutes the “additional action” required by Section 384.24A of the Code of Iowa.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved October 6, 2025.

Mayor

Attest:

City Clerk

• • Other Business • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
DUBUQUE COUNTY
CITY OF DUBUQUE

SS:

I, the undersigned, City Clerk of the City of Dubuque, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to the hearing on the City Council's intention to enter into a Water Revenue Loan and Disbursement Agreement in a principal amount not to exceed \$2,330,000.

WITNESS MY HAND this ____ day of _____, 2025.

City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 3.

ITEM TITLE: Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and Outfly Development, LLC providing for the Sale of City-owned Real Estate to Outfly Development, LLC and the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

SUMMARY: Proof of publication on notice of public hearing to consider City Council adopt the attached Resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Outfly Development, LLC providing for the sale of City-owned real estate to Outfly Development, LLC and the issuance of urban renewal tax increment revenue grant obligations pursuant to the Development Agreement, and City Manager recommending approval.
RESOLUTION Approving The Disposal Of An Interest In City Of Dubuque Real Estate By Sale To Outfly Development, LLC Pursuant To A Development Agreement By And Between The City Of Dubuque, Iowa And Outfly Development, LLC Including The Issuance Of Urban Renewal Tax Increment Revenue Grant Obligations To Outfly Development, LLC

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

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Development Agreement
4. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and Outfly Development, LLC providing for the Sale of City-owned Real Estate to Outfly Development, LLC and the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: October 1, 2025

Assistant Economic Development Director Ian Hatch is recommending City Council adopt the attached Resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Outfly Development, LLC providing for the sale of City-owned real estate to Outfly Development, LLC and the issuance of urban renewal tax increment revenue grant obligations pursuant to the Development Agreement.

Outfly Development, LLC, the Developer and real estate owner leading this project, has requested the City sell two parcels along Verena Court in the Dubuque Industrial Center to Outfly Development, LLC for the relocation of the existing Hodge Company Material Handling operation and the construction of a new 75,000 sqft speculative industrial facility to be leased to a future industrial user.

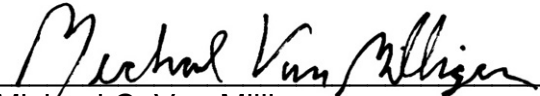
Hodge Company has historically played a strategic role in helping recruit and attract business expansion in the community by repositioning and relocating its operations in ways that create new business opportunities. This project continues that tradition, with Outfly Development, LLC leading a broader, multi-phase development anchored by a Hodge Company operation and delivering new capacity to support future business attraction in the community.

Key elements of the Development agreement are as follows:

1. Developer to purchase Parcel A for \$868,500.00 (\$150,000.00 per acre x 5.79 usable acres) with a total acquisition of 6.72 acres. City to award a Land Acquisition Grant for Parcel A in an amount of \$434,250.00 (50% of the Parcel A purchase price).
2. Developer to Purchase Parcel B for \$724,500.00 (\$150,000.00 per acre x 4.83 usable acres) with a total acquisition of 4.83 acres. City to Award a Land Acquisition Grant for Parcel B in an amount of \$362,250.00 (50% of Parcel B purchase price).

3. For each year after 2029 that a completed building of not less than 75,000 sqft is not completed on Parcel B, Developer will forfeit 10% of the total Parcel B purchase price, in the event of a revesting. If Developer does not have a completed building of not less than 75,000 sqft on Parcel B by December 31, 2032, Developer shall reconvey Parcel B to City for \$30,000 per acre.
4. Developer may request to extend timeline for completion of the building on Parcel B by paying 10% of the Parcel B purchase price to City. If by 2038 there is no completed building on Parcel B, Developer shall reconvey Parcel B to City for \$30,000 per acre and all extension payments will be forfeited to City.
5. No more than 14 people may work in the building at any time until after March 1, 2028. If by that date the City has not completed sewer improvements necessary to allow for more than 14 employees at the site, then City shall immediately implement a temporary sanitary sewer solution at City's sole expense and maintain said solution at City's sole expense.
6. Developer to construct on Parcel A an industrial use facility or material handling facility of not less than 50,000 sqft by June 30, 2027.
7. Developer to construct on Parcel B a speculative industrial facility of not less than 75,000 sqft by December 31, 2032. The speculative industrial facility will be leased to a future tenant.
8. Developer must maintain its existing 14 full-time positions and create 10 new full-time positions on either Parcel A or Parcel B by October 1, 2029. The 24 full-time positions must be maintained during the term of this Agreement.
9. The Land Acquisition Grant requires having at least 24 full-time positions beginning October 1, 2029, through the end of the Agreement term.
10. City to award a 10-year tax increment financing incentive for Parcel A in the form of semi-annual rebates. This incentive is calculated in relation to the number of jobs committed in the Development Agreement.
11. City to award a 10-year tax increment financing incentive for Parcel B in the form of semi-annual rebates. This incentive is calculated in relation to the number of jobs committed in the Development Agreement.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director
Ian Hatch, Assistant Economic Development Director



Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Ian C. Hatch, Assistant Economic Development Director

SUBJECT: Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and Outfly Development, LLC providing for the Sale of City-owned Real Estate to Outfly Development, LLC and the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement.

DATE: September 25, 2025

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached Resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Outfly Development, LLC providing for the sale of City-owned real estate to Outfly Development, LLC and the issuance of urban renewal tax increment revenue grant obligations pursuant to the Development Agreement.

BACKGROUND

Outfly Development, LLC, the Developer and real estate owner leading this project, has requested the City sell two parcels along Verena Court in the Dubuque Industrial Center to Outfly Development, LLC for the relocation of the existing Hodge Company Material Handling operation and the construction of a new 75,000 sqft speculative industrial facility to be leased to a future industrial user.

Hodge Company has historically played a strategic role in helping recruit and attract business expansion in the community by repositioning and relocating its operations in ways that create new business opportunities. This project continues that tradition, with Outfly Development, LLC leading a broader, multi-phase development anchored by a Hodge Company operation and delivering new capacity to support future business attraction in the community.

DISCUSSION

Key elements of the Development agreement are as follows:

1. Developer to purchase Parcel A for \$868,500.00 (\$150,000.00 per acre x 5.79 usable acres) with a total acquisition of 6.72 acres. City to award a Land Acquisition Grant for Parcel A in an amount of \$434,250.00 (50% of the Parcel A purchase price).
2. Developer to Purchase Parcel B for \$724,500.00 (\$150,000.00 per acre x 4.83 usable acres) with a total acquisition of 4.83 acres. City to Award a Land Acquisition Grant for Parcel B in an amount of \$362,250.00 (50% of Parcel B purchase price).
3. For each year after 2029 that a completed building of not less than 75,000 sqft is not completed on Parcel B, Developer will forfeit 10% of the total Parcel B purchase price, in the event of a revesting. If Developer does not have a completed building of not less than 75,000 sqft on Parcel B by December 31, 2032, Developer shall reconvey Parcel B to City for \$30,000 per acre.
4. Developer may request to extend timeline for completion of the building on Parcel B by paying 10% of the Parcel B purchase price to City. If by 2038 there is no completed building on Parcel B, Developer shall reconvey Parcel B to City for \$30,000 per acre and all extension payments will be forfeited to City.
5. No more than 14 people may work in the building at any time until after March 1, 2028. If by that date the City has not completed sewer improvements necessary to allow for more than 14 employees at the site, then City shall immediately implement a temporary sanitary sewer solution at City's sole expense and maintain said solution at City's sole expense.
6. Developer to construct on Parcel A an industrial use facility or material handling facility of not less than 50,000 sqft by June 30, 2027.
7. Developer to construct on Parcel B a speculative industrial facility of not less than 75,000 sqft by December 31, 2032. The speculative industrial facility will be leased to a future tenant.
8. Developer must maintain its existing 14 full-time positions and create 10 new full-time positions on either Parcel A or Parcel B by October 1, 2029. The 24 full-time positions must be maintained during the term of this Agreement.
9. The Land Acquisition Grant requires having at least 24 full-time positions beginning October 1, 2029 through the end of the Agreement term. .
10. City to award a 10-year tax increment financing incentive for Parcel A in the form of semi-annual rebates. This incentive is calculated in relation to the number of jobs committed in the Development Agreement.

11. City to award a 10-year tax increment financing incentive for Parcel B in the form of semi-annual rebates. This incentive is calculated in relation to the number of jobs committed in the Development Agreement.

RECOMMENDATION

I recommend, following the public hearing, the City Council adopt the attached Resolution approving the Development Agreement providing for the sale of city-owned property and the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
OUTFLY DEVELOPMENT, LLC**

THIS DEVELOPMENT AGREEMENT, dated for reference purposes the _____ day of _____, 2025, by and between the City of Dubuque, Iowa, a municipality (City), established pursuant to the Iowa Code and acting under authorization of Iowa Code Chapter 403, as amended (Urban Renewal Act), and Outfly Development, LLC, an Iowa limited liability company (Developer).

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, City has undertaken an Urban Renewal project (the Project) to advance the community's ongoing economic development efforts; and

WHEREAS, the Project is located within the Dubuque Industrial Center Economic Development District (the Project Area); and

WHEREAS, as of the date of this Agreement there has been prepared and approved by City an Urban Renewal Plan for the Project Area consisting of the Urban Renewal Plan for the Dubuque Industrial Center Economic Development District, approved by the City Council of City on May 2, 1988, and as subsequently amended through and including the date hereof (the Urban Renewal Plan) attached hereto as Exhibit A; and

WHEREAS, a copy of the Urban Renewal Plan, as constituted on the date of this Agreement, has been recorded among the land records in the office of the Recorder of Dubuque County, Iowa and is on file with the City of Dubuque City Clerk; and

WHEREAS, Developer intends to construct two industrial buildings or facilities: a Material Handling Facility or related industrial use facility of at least 50,000 square feet (Phase I) and a Speculative Industrial Facility of not less than 75,000 square feet (Phase II) (the Facilities); and

WHEREAS, Developer has requested that City sell to Developer approximately 11.55 acres of which 10.62 acres are usable, as shown on the Plat, Exhibit B and B-1, legally described as follows:

Lot 3 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa (Parcel A)

Lot 2 of Dubuque Industrial Center South Third Addition in the City of Dubuque,

Iowa (Parcel B)

with all easements, tenements, hereditaments, and appurtenances belonging thereto so that Developer may construct the Facilities (hereinafter sometimes referred to as “the Property”), located in the Project Area, for the construction, use, and leasing of the Facility in accordance with the uses specified in the Urban Renewal Plan and Developer agrees to comply with any amendments to the Urban Renewal Plan, in accordance with this Agreement; and

WHEREAS, City believes that the development of the Property pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of City and in accord with the public purposes and provisions of the applicable federal, state and local laws and the requirements under which the Project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

SECTION 1. CONVEYANCE OF PROPERTY TO DEVELOPER

1.1 Purchase Price.

(1) Parcel A. The Purchase Price for Parcel A shall be Eight Hundred Sixty Eight Thousand Five Hundred (\$868,500.00) (\$150,000.00 per acre x 5.79 usable acres) with a total acquisition of 6.72 acres, which shall be due and payable by Developer in immediately available funds in favor of City, on or before the 1st day of May, 2026, or on such other date as the parties may mutually agree in writing (the Closing Date), but in no event shall the Closing Date be later than the 30th day of May, 2026. 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.

Parcel B. The Purchase Price for Parcel B shall be of Seven Hundred Twenty Four Thousand Five Hundred Dollars (\$724,500.00) (\$150,000.00 per acre x 4.83 usable acres) with a total acquisition of 4.83 acres, which shall be due and payable by Developer in immediately available funds in favor of City, on or before the 1st day of May 2026, or on such other date as the parties may mutually agree in writing (the Closing Date), but in no event shall the Closing Date be later than the 30th day of May, 2026.

(2) Total Parcel A and Parcel B Purchase Price shall be One Million Five Hundred Ninety-Three Thousand Dollars (\$1,593,000.00).

(3) Parcel B Forfeiture and Reconveyance.

(i) For each year after the Closing (as of the anniversary of the Closing Date) that Developer or its assignee does not have a completed building of not less than 75,000 square feet on Parcel B, Developer will forfeit, from the funds to be paid to Developer under paragraph 6.4 in the event of a revesting, on such anniversary date ten percent (10%) of the Total Parcel B Purchase Price, after Section 3.1 Acquisition Grant is applied, as follows:

DATE	ANNUAL FORFEIT	TOTAL FORFEIT	CITY PRICE FOR REVESTED LAND
12/31/2030	10%	10%	90%
12/31/2031	10%	20%	80%
12/31/2032	10%	30%	70%
12/31/2033	10%	40%	60%
12/31/2034	10%	50%	50%

(ii) If Developer or its assignee does not have a completed building of not less than 75,000 square feet by December 31, 2032, Developer shall reconvey Parcel B to City on the seventh anniversary after the Closing Date for Thirty Thousand Dollars (\$30,000) an acre paid by City. However, Developer may request to extend the time for completion of the 75,000 square foot building by paying to City ten percent (10%) of the Parcel B Purchase Price (after application of the Acquisition Grant) as follows:

DATE	ANNUAL PAYMENT TO EXTEND	TOTAL PAYMENT TO EXTEND
12/31/2032	10%	10%
12/31/2033	10%	20%
12/31/2034	10%	30%
12/31/2035	10%	40%
12/31/2036	10%	50%
12/31/2037	10%	60%

(4) Notwithstanding (3), if at the end of 2038 there is no completed building on Parcel B, Developer shall reconvey Parcel B for Thirty Thousand Dollars (\$30,000) an acre and all extension payments will be forfeited.

1.2 **Title to Be Delivered.** City agrees to convey good and marketable fee simple title in the Property to Developer subject only to easements, restrictions, conditions, and covenants of record as of the date hereof to the extent not objected to by Developer as set forth in this Agreement or after examination of the abstract of title, and to the conditions subsequent set forth in Section 6.3, below:

(1) City, at its sole cost and expense, shall deliver to Developer an abstract of title to the Property continued through the date of this Agreement reflecting merchantable title in City in conformity with this Agreement and applicable state

law. The abstract shall be delivered together with full copies of any and all encumbrances and matters of record applicable to the Property, and such abstract shall become the property of Developer when the Purchase Price is paid in full in the manner as aforesaid.

(2) Developer shall have until time of the Closing to render objections to title, including any easements or other encumbrances not satisfactory to Developer, in writing to City. Developer agrees, however, to review the Abstract promptly following Developer's receipt of Developer's land survey and the Abstract and to promptly provide City with any objections to title identified therein. Nothing herein shall be deemed to limit Developer's rights to raise new title objections with respect to matters revealed in any subsequent title examinations and surveys and which were not identified in the Abstract provided by the City. City shall promptly exercise its best efforts to have such title objections removed or satisfied and shall advise Developer of intended action within ten (10) days of such action. If City shall fail to have such objections removed as of the Closing, or any extension thereof consented to by Developer, Developer may, at its sole discretion, either (a) terminate this Agreement without any liability on its part, and any sums previously paid to City by Developer (or paid into escrow for City's benefit) shall be returned to Developer with interest, or (b) take title subject to such objections. City agrees to use its best reasonable efforts to promptly satisfy any such objections.

1.3 Rights of Inspection, Testing and Review. Developer, its counsel, accountants, agents, and other representatives, shall have full and continuing access to the Property and all parts thereof, upon reasonable notice to City. Developer and its agent and representatives shall also have the right to enter upon the Property at any time after the execution and delivery hereof for any purpose whatsoever, including inspecting, surveying, engineering, test boring, and performing environmental tests, provided that Developer shall hold City harmless and fully indemnify City against any damage, claim, liability or cause of action arising from or caused by the actions of Developer, its agents, or representatives upon the Property (except for any damage, claim, liability or cause of action arising from conditions existing prior to any such entry upon the Property), and shall have the further right to make such inquiries of governmental agencies and utility companies, etc. and to make such feasibility studies and analyses as they consider appropriate.

1.4 Representations and Warranties of City. In order to induce Developer to enter into this Agreement and purchase the Property, City hereby represents and warrants to Developer that to the best of City's knowledge:

(1) There is no action, suit or proceeding pending, or to the best of City's knowledge, threatened against City which might result in any adverse change in the Property being conveyed or the possession, use or enjoyment thereof by Developer, including, but not limited to, any action in condemnation, eminent domain or public taking.

- (2) 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.
- (3) All leases, contracts, licenses, and permits between City and third parties in connection with the maintenance, use, and operation of the Property have been provided to Developer and City has provided true and correct copies of all such documents to Developer.
- (4) City has good and marketable fee simple title interest in the Property.
- (5) The Property has a permanent right of ingress or egress to a public roadway for the use and enjoyment of the Property.
- (6) There are no notices, orders, suits, judgments or other proceedings relating to fire, building, zoning, air pollution, health violations or other matters that have not been corrected. City has notified Developer in writing of any past notices, orders, suits, judgments or other proceedings relating to fire, building, zoning, air pollution or health violations as they relate to the Property of which it has actual notice. The Property is in material compliance with all applicable zoning, fire, building, and health statutes, ordinances, and regulations.
- (7) Payment has been made for all labor or materials which have been furnished to the Property or will be made prior to the Closing so that no lien for labor performed or materials furnished can be asserted against the Property.
- (8) The Property will, as of the Closing Date, be free and clear of all liens, security interests, and encumbrances other than the Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges, recorded as Instrument No. 2014-00001147, as amended by the Amendment to Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges, recorded as Instrument No. 2023-00000482, records of Dubuque County, Iowa.
- (9) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement do not and shall not result in any material breach of any terms or conditions of any mortgage, bond, indenture, agreement, contract, license, or other instrument or obligation to which City is a party or by which either the City or the Property being conveyed are bound, nor shall the execution, delivery and performance of this Agreement violate any statute, regulation, judgment, writ, injunction or decree of any court threatened

or entered in a proceeding or action in which City may be bound or to which either City or the Property being conveyed may be subject.

(10) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement, and it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of Closing confirming the representation contained herein, in the form attached hereto as Exhibit C.

(11) All city utilities necessary for the development and use of the Property as a manufacturing facility adjoin the Property, and Developer shall have the right to connect to said utilities, subject to City's connection fees. Provided, however, in the event any utilities for the Facility are expanded in capacity or otherwise modified, there will be no connection fees related to connecting such modified utilities to the Facility. There will be no sanitary sewer connection fees associated with the project. Only water connection fees will be assessed for connections off of Seippel Road. All other associated fees, such as a tapping fee, will be required as determined by the size of the service line being installed.

No more than 14 people may work in the building at any time until after March 1, 2028. If by that date the City has not completed sewer improvements necessary to allow for more than 14 employees at the site, then City shall immediately implement a temporary sanitary sewer solution at City's sole expense. City must maintain the temporary solution until such time as City approves a permit to accept all flows from the Project.

(12) The Property is free and clear of any occupants, and no party has a lease to or other occupancy or contract right in the Property that shall in any way be binding upon Property or Developer.

(13) City represents and warrants that any fees or other compensation which may be owed to a broker engaged directly or indirectly by City in connection with the purchase and sale contemplated in this Agreement are the sole responsibility and obligation of City and that City will indemnify Developer and hold Developer harmless from any and all claims asserted by any broker engaged directly or indirectly by City for any fees or other compensation related to the subject matter of this Agreement.

(14) City shall exercise its best efforts to assist Developer in the development process.

(15) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.

(16) With respect to the period to and during which City has owned or occupied the Property, and to City's knowledge after reasonable investigation with respect

to the time before City owned or occupied the Property, no person or entity has caused or permitted materials to be stored, deposited, treated, recycled, or disposed of on, under or at the Property, which materials, if known to be present, would require cleanup, removal or some other remedial action under environmental laws.

(17) The Property is presently zoned to accommodate Developer's intended improvements and warehousing use.

(18) The representations and warranties contained in this Section 1.4 shall be correct in all respects on and as of the Closing with the same force and effect as if such representations and warranties had been made on and as of the Closing Date, and shall survive the Closing.

1.5 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 1.4 shall be correct as of the Closing Date with the same force and effect as if such representations were made at such time. At the Closing, City shall deliver a certificate in the form of Exhibit H.

(2) Title to the Property shall be in the condition warranted in Section 1.4.

(3) Developer, in its sole and absolute discretion, having completed and approved of any inspections and feasibility studies conducted by Developer hereunder.

(4) Developer having obtained any and all necessary governmental approvals, including without limitations approval of zoning, subdivision, or platting which might be necessary or desirable in connection with the sale, transfer and development of the Property. Any conditions imposed as a part of the zoning, platting or subdivision must be satisfactory to Developer, in its sole opinion. City shall cooperate with Developer in attempting to obtain any such approvals and shall execute any documents necessary for this purpose, provided that City shall bear no expense in connection therewith except those expenses customarily borne by the City in such reviews. 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 that the same are in compliance with the Urban Renewal Plan and Developer agrees to comply with any amendments to the Urban Renewal Plan, this Agreement and any other applicable City or affiliated agency requirements, with the understanding that Developer and its lenders shall have the right to rely upon the same in proceeding with the project;

(c) to identify in writing within ten (10) working days of submission of said plans and specifications, any and all permits, approvals and consents that are legally required for the acquisition of the Property by Developer, and the construction, use and occupancy of the project with the intent and understanding that Developer and its lenders and attorneys will rely upon same in establishing their agreement and time frames for construction, use and occupancy, lending on the project and issuing legal opinions in connection therewith; and (d) to cooperate fully with Developer to streamline and facilitate the obtaining of such permits, approvals and consents.

(5) City having completed all required notice to or prior approval, consent or permission of any federal, state, municipal or local governmental agency, body, board or official to the sale of the Property; and consummation of the Closing by City shall be deemed a representation and warranty that it has obtained the same.

(6) Developer and City shall be in material compliance with all the terms and provisions of this Agreement.

(7) Developer shall have furnished City with evidence, in a form reasonably satisfactory to City (such as a letter of commitment from a bank or other lending institution), that Developer has firm financial commitments in an amount sufficient, together with equity commitments, to complete the Minimum Improvements (as defined herein) in conformance with the Construction Plans (as defined herein), or City shall have received such other evidence of such party's financial ability as in the reasonable judgment of City is required.

(8) Receipt of an opinion of counsel to Developer in the form attached hereto as Exhibit D.

(9) Developer shall have the right to terminate this Agreement at any time prior to the consummation of the closing on the Closing Date if Developer determines in its sole discretion that conditions necessary for the successful completion of the Project contemplated herein have not been satisfied to the full satisfaction of such party in such party's sole and unfettered discretion. Upon the giving of notice of termination by such terminating party to the other parties to this Agreement, this Agreement shall be deemed null and void and Developer shall be entitled to return of any earnest money paid.

1.6 Closing. The closing of the purchase and sale shall take place on the Closing Date. Exclusive possession of the Property shall be delivered on the Closing Date, in its current condition and in compliance with this Agreement, including City's representations and warranties regarding the same. Consummation of the Closing shall be deemed an agreement of the parties to this Agreement that the conditions of closing have been satisfied or waived.

1.7 City's Obligations at Closing. At or prior to Closing Date, City shall:

(1) Deliver to Developer City's duly recordable Special Warranty Deed to the Property (in the form attached hereto as Exhibit F) (the Deed) conveying to Developer marketable fee simple title to the Property and all rights appurtenant thereto, subject only to easements, restrictions, conditions and covenants of record as of the date hereof and not objected to by Developer as set forth in this Agreement, and to the conditions subsequent set forth in Section 6.3 below.

(2) Deliver to Developer the Abstract of Title to the Property.

(3) Deliver to Developer such other documents as may be required by this Agreement, all in a form satisfactory to Developer.

1.8 Delivery of Purchase Price; Obligations At Closing. At closing, and subject to the terms, conditions, and provisions hereof and the performance by City of its obligations as set forth herein, Developer shall pay the Purchase Price to City pursuant to Section 1.1 hereof, but subject to Developer receiving an offsetting credit pursuant to Section 3.1 below.

1.9 Closing Costs. The following costs and expenses shall be paid in connection with the closing:

(1) City shall pay:

- (a) The transfer fee and transfer taxes, if any, imposed on the conveyance.
- (b) A pro-rata portion of all taxes as provided in Section 1.10.
- (c) All special assessments, if any, whether levied, pending, or assessed.
- (d) City's attorney's fees, if any.
- (e) The cost of recording the satisfaction of any existing mortgage and any other document necessary to make title marketable.
- (f) City's broker and/or real estate commissions and fees, if any.
- (g) The cost of the abstract and title work.

(2) Developer shall pay the following costs in connection with the closing:

- (a) The recording fee necessary to record the Deed.
- (b) Developer's attorneys' fees.
- (c) Developer's broker and/or real estate commissions and fees, if any.
- (d) A pro-rata portion of all taxes as provided in Section 1.10.

1.10 Real Estate Taxes. City shall pay all real estate taxes for the Property for all fiscal years prior to the fiscal year in which Closing Date occurs. Real estate taxes for the fiscal year in which Closing Date occurs shall be prorated between City and Developer to Closing Date on the basis of a 365-day calendar year. Developer shall pay or cause to

be paid all real estate taxes due in subsequent fiscal years. Any proration of real estate taxes on the Property shall be based upon such taxes for the year currently payable.

SECTION 2. DEVELOPMENT ACTIVITIES.

2.1 Required Minimum Improvements. City acknowledges that the Facilities are industrial /warehouse buildings or facilities. Specifically, Developer agrees to the following:

Phase I, to be constructed on Parcel A: A not less than 50,000 square foot Material Handling Facility or other industrial use facility

Phase II, to be constructed on Parcel B: Speculative Industrial Facility of not less than 75,000 square feet to be constructed on Parcel B

for a total estimated cost of Sixteen Million Dollars (\$16,000,000).

(the Minimum Improvements) all as more particularly depicted and described on the plans and specifications to be delivered to and approved by City as contemplated in this Agreement.

2.2 Plans for Construction of Minimum Improvements. Plans and specifications with respect to the development of the Property and the construction of the Minimum Improvements thereon (the Construction Plans) shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable state and local laws and regulations, including but not limited to the Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges, recorded as Instrument No. 2014-00001147, as amended by the Amendment to Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges, recorded as Instrument No. 2023-00000482, records of Dubuque County, Iowa. Developer shall submit to City, for approval by City, plans, drawings, specifications, and related documents with respect to the improvements to be constructed by Developer on the Property. All work with respect to the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by City.

2.3 Timing of Improvements. Developer hereby agrees as follows:

(1) Phase I, to be constructed on Parcel A, construction of the Minimum Improvements shall be commenced by the 1st day of June, 2026 and substantially completed by the 30th day of June, 2027.

(2) Phase II, to be constructed on Parcel B, construction of the Minimum Improvements shall be substantially completed by the 31st day of December 2032, unless extended as provided herein.

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.

2.4 Certificate of Completion. Promptly following the request of Developer upon completion of the Minimum Improvements the City Manager shall furnish Developer with an appropriate instrument so certifying. Such certification (the Certificate of Completion) shall be in recordable form and shall be a conclusive determination of the satisfaction and termination of the agreements and covenants in this Agreement and in the Deed with respect to the obligations of Developer to construct the Minimum Improvements. The Certificate of Completion, in the form attached hereto as Exhibit G, shall waive all rights of re-vestment of title to the Property as provided in Section 6.3.

2.5. Security Cameras. Developer shall install security cameras on the exterior of all buildings on the Property and register said cameras with the "Secure Dubuque Personal Surveillance System" described at <https://cityofdubuque.org/2980/Secure-Dubuque>.

SECTION 3. CITY PARTICIPATION.

3.1 Acquisition Grant to Developer. For and in consideration of Developer's obligations hereunder to construct the Minimum Improvements, City agrees to make an Acquisition Grant to Developer on the Closing Date, or such other date as the parties shall mutually agree upon in writing, in the amount of Seven Hundred Ninety-Six Thousand Five Hundred Dollars (\$796,500.00) as follows:

Parcel A	
Purchase Price	\$868,500
Acquisition Grant	\$434,250.00 (50% of Purchase Price)
Cash at Closing	\$434,250.00
Parcel B	
Purchase Price	\$724,500.00
Acquisition Grant	\$362,250.00 (50% of Purchase Price)
Cash at Closing	\$362,250.00

Total cash at Closing \$796,500.00

The parties agree that the Acquisition Grant shall be payable in the form of a credit favoring Developer at time of Closing with the effect of directly offsetting the full Purchase Price obligation of Developer.

3.2 Economic Development Grants.

A. Grants Related to Facility.

(1) For and in consideration of Developer's obligations hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make twenty (20) consecutive semi-annual payments (such payments being referred to collectively as the "Economic Development Grants") to Developer, as follows subject to acceleration or delay of the start date related to Parcel B, as provided in paragraph 3.2(A)(2) below:

Parcel A

November 1, 2029	May 1, 2030
November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032
November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035
November 1, 2035	May 1, 2036
November 1, 2036	May 1, 2037
November 1, 2037	May 1, 2038
November 1, 2038	May 1, 2039

Parcel B

November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035
November 1, 2035	May 1, 2036
November 1, 2036	May 1, 2037
November 1, 2037	May 1, 2038
November 1, 2038	May 1, 2039
November 1, 2039	May 1, 2040
November 1, 2040	May 1, 2041
November 1, 2041	May 1, 2042

pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to the actual amount of tax increment revenues collected by City under Iowa Code Section 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six-month period in respect of the Property and Minimum Improvements constructed by Developer thereon (the collected tax increment revenue being referred to herein as the "Developer Tax

Increments”). City and Developer agree that for purposes of this Section 3.2(1), the assessed value of the Property as of January 1, 2025, is as follows:

Parcel A: \$631,000

Parcel B: \$526,300

Developer recognizes and agrees that the Economic Development Grants shall be paid solely and only from the incremental taxes collected by City in respect of the Property and Minimum Improvements, which does not include property taxes collected for the payment of bonds and interest of each taxing district, and taxes for the regular and voter-approved physical plant and equipment levy, instructional support levy, and any other portion required to be excluded by Iowa law, and thus such incremental taxes will not include all amounts paid by Developer as regular property taxes.

(2) With respect to Parcel B only, the beginning date of the Economic Development Grants may be accelerated to an earlier date or postponed to a later date based on the date of completion of construction and full assessment of the Minimum Improvements.

(3) To fund the Economic Development Grants, City shall certify to the County prior to December 1, 2027 and shall certify prior to December 1 of each year its request for the available Developer Tax Increments, resulting from the assessments imposed by the County as of January 1 of that year, to be collected by City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on November 1 and May 1 of that fiscal year. (Example: If City so certifies by December 1, 2027, the Economic Development Grants in respect thereof would be paid to Developer on November 1, 2029, and May 1, 2030).

(4) 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 Outfly Parcel A TIF Account and Outfly Parcel B TIF Account of City. City hereby covenants and agrees to maintain its TIF ordinance in force during the Term and to apply the incremental taxes collected in respect of the Property and Minimum Improvements and allocated to the Outfly Parcel A TIF Account and Outfly Parcel B TIF Account to pay the Economic Development Grants, as and to the extent set forth in Section 3.2(1) hereof. The Economic Development Grants shall not be payable in any manner by other tax increments revenues or by general taxation or from any other City funds. City makes no representation with respect to the amounts that may be paid to Developer as the Economic Development Grants in any one year and under no circumstances shall City in any manner be liable to Developer so long as City timely applies the

Developer Tax Increments actually collected and held in the Outfly Parcel A TIF Account and Outfly Parcel B TIF Account (regardless of the amounts thereof) to the payment of the Economic Development Grants to Developer as and to the extent described in this Section 3.2.

(5) City shall be free to use any and all tax increment revenues collected in respect of other properties within the Project Area, or any available Developer Tax Increments resulting from the termination or reduction of the annual Economic Development Grants permitted under this Section 3.2, 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.

B. 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 and to amend the ordinance for the division of revenue under Iowa Code Ch. 403. In the event City fails to complete all hearings and other procedures required to take the actions required by this paragraph, Developer may terminate this Agreement without further obligation to City and shall be entitled to return of any earnest money paid.

3.3 Site Preparation. City reserves the right to approve, consistent with City's rights, duties and obligations under applicable laws, ordinances, rules, and regulations, the design and specifications for any site preparation work.

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

4.1 Non-Appropriation.

(1) Notwithstanding anything in this Agreement to the contrary, the obligation of City to pay any installment of the Economic Development Grants from the pledged tax increment revenues shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of City or a pledge of its full faith and credit within the meaning of any constitutional or statutory debt limitation, and shall be subject in all respects to the right of non-appropriation by the City Council of City as provided in this Section 4.1. City may exercise its right of non-appropriation as to the amount of the installments to be paid during any fiscal year during the Term of this Agreement without causing a termination of this Agreement. The right of non-appropriation shall be exercised only by resolution affirmatively declaring City's election to non-appropriate funds otherwise required to be paid in the next fiscal year under this Agreement.

(2) In the event the City Council of City elects to not appropriate sufficient funds in the budget for any future fiscal year for the payment in full of the installments on

the Economic Development Grants due and payable in that future fiscal year, then City shall have no further obligation to Developer for the payment of any installments due in that future fiscal year which cannot be paid with the funds then appropriated for that purpose.

(3) Developer acknowledges and agrees that the State of Iowa retains the authority to amend, modify, or repeal laws governing property tax, tax increment financing (TIF), and any related rebate mechanisms. City makes no representations or warranties regarding the continuation of current state law or the availability of rebates in their present form. In the event that any legislative or regulatory action by the State of Iowa alters or limits the availability, calculation, distribution, or administration of rebates, City shall have no obligation to compensate Developer for any resulting reduction, loss, or elimination of rebates. Developer assumes all risk associated with potential changes to applicable state law.

4.2 The right of non-appropriation reserved to City in this Section 4.2 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. Provided, however, in the event City elects not to appropriate sufficient funds in the budget for any fiscal year for the payment in full of the installments on the Economic Development Grants due and payable in that year, then Developer may terminate this Agreement without any further obligation to City hereunder, provided, however that Developer shall reconvey Parcels A and B to City as provided in Section 6.4, but only if Developer has not constructed any of the Minimum Improvements on Parcel A or Parcel B.

SECTION 5. COVENANTS OF DEVELOPER.

5.1 Job Creation and Maintenance. During the term of this Agreement, Developer shall comply with the following employment-related covenants for the Property:

(1) Developer represents that the number of fulltime equivalent (FTE) employees employed by Developer or its affiliated company at 7465 Chavenelle Road as of January 1, 2025 is Fourteen (14). Developer or an affiliated company,

a tenant or assignee shall in aggregate create and maintain ten (10) additional FTE employees employed by Developer or the affiliate, tenant or assignee on Parcel A or a future occupant (tenant or assignee owner) occupying the Facility on Parcel B by October 1, 2029 and during the remaining Term of this Agreement for a total of Twenty-Four (24) FTE employees. FTE employees shall be calculated by adding full-time and part-time employees together using 2080 hours per year as a FTE employee.

(2) For the FTE positions that Developer, an affiliate or a tenant occupant/assignee fails to create and maintain for any year during the term of this Agreement, the semi-annual Developer Economic Development Grants for such year under Section 3.1(1) shall be reduced by the percentage that the number of positions the parties fail to create or maintain as required by this Section 5.1 bears to the total number of positions required to be created and maintained (10 FTEs) by this Section 5.1. (For example, if the employing parties have eighteen (18) FTE employees employed, the semi-annual Developer Economic Development Grants to be paid for that year would be reduced by twenty-five percent (25%) (18/24 employees) of the Tax Increment Revenues received by City). The reduction of the semi-annual Developer Economic Development Grants shall be City's sole remedy for the failure of Developer or the other parties to meet the job creation requirements of this subsection 5.1(2). The reduction of the semi-annual Developer Economic Development Grants shall apply to both Parcel A and Parcel B.

(3) In the event that the certificate provided to City under Section 5.2 hereof on October 1, 2038 discloses that Developer does not as of that date have at least twenty-four (24) FTE employees as provided hereinabove, Developer shall pay to City, promptly upon written demand therefor, an amount equal to \$18,093.7566,375.00 per job not created or maintained (\$434,2501,593,000 divided by 24 FTE = \$18,093.75). The payments provided for herein shall be the City's sole remedy for the failure of Developer to meet the job creation requirements of this subsection 5.1(3). This Section 5.1(3) only applies to the Land Acquisition Grant awarded to Parcel A. There shall be no penalty applied to the Land Acquisition Grant awarded to Parcel B as long as the Minimum Improvements are completed on Parcel B.

5.2 Certification. To assist City in monitoring the performance of Developer hereunder, as of October 1, 2029, and again as of October 1 of each year thereafter during the term of this Agreement, a duly authorized officer of Developer shall certify to City in a form acceptable to City (a) the number of FTE positions employed by Developer, its affiliate or its occupant/tenant or assignee at the Property and the Facilities (Parcels A and B), 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, Developer is not or was not in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been

taken or is proposed to be taken with respect thereto. Such certificate shall be provided not later than October 15, 2029, and by October 15 of each year thereafter. Developer's certification obligations under this Section 5.2 terminate following the final semi-annual Economic Development Grant payment.

5.3 Books and Records. During the Term of this Agreement, Developer shall keep at all times proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer in accordance with generally accepted accounting principles consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account.

5.4 Real Property Taxes. From and after the Closing Date, Developer shall pay or cause to be paid, when due and before delinquency, all real property taxes and assessments payable with respect to all and any parts of the Property unless Developer's obligations have been assumed by another person pursuant to the provisions of this Agreement.

5.5 No Other Exemptions. During the Term of this Agreement, Developer agrees not to apply for any state or local property tax exemptions which are available with respect to the Property or the Minimum Improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the Term of this Agreement, including those that arise under Iowa Code Chapters 404 and 427, as amended.

5.6 Insurance Requirements.

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of City, furnish City with proof of insurance in the form of a certificate of insurance for each insurance policy):

All risk builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the replacement value when construction is completed, naming City as lender loss payable.

(2) Upon completion of construction of the Minimum Improvements and up to the Termination Date, Developer shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of City shall furnish proof of insurance in the form of a certificate of insurance) all risk property insurance against loss and/or damage to the Minimum Improvements under an insurance policy written in an amount not less than the full insurable replacement value of Minimum Improvements, listing City as lender loss payable. The term "replacement value" shall mean the actual replacement cost of Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and

shall be reasonably determined from time to time at the request of City, but not more frequently than once every three (3) years.

(3) Developer agrees to notify City immediately in the case of damage exceeding Two Hundred Thousand Dollars (\$200,000.00) in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. The net proceeds of any such insurance (the Net Proceeds) shall be paid directly to Developer as its interests may appear, and Developer shall forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Property (as its interests may appear). Developer shall complete the repair, reconstruction and restoration of Minimum Improvements whether or not the Net Proceeds of insurance received by Developer for such Purposes are sufficient.

5.7 Preservation of Property. During the Term of this Agreement, Developer shall maintain, preserve and keep, or cause others to maintain, preserve and keep, Minimum Improvements in good repair and working order, ordinary wear and tear excepted, and from time to time shall make all necessary repairs, replacements, renewals and additions. Nothing in this Agreement, however, shall be deemed to alter any agreements between Developer or any other party including, without limitation, any agreements between the parties regarding the care and maintenance of the Property.

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

5.9 Conflict of Interest. Developer agrees that no member, officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity, or benefit therefrom, which is part of this project at any time during or after such person's tenure. In connection with this obligation, Developer shall have the right to rely upon the representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.

5.10 Transferability. During the Term of this Agreement, this Agreement may not be assigned and the Property and any portion of the Property may not be sold or otherwise

transferred by Developer without the prior written consent of City in City's sole discretion. City has no obligation to consent to any assignment or sale.

5.11 Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof that they, and their respective successors and assigns, shall:

(1) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan (and City represents and agrees that use of the Property as an industrial facility is in full compliance with the Urban Renewal Plan and Developer agrees to comply with any amendments to the Urban Renewal Plan,) (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same); and

(2) Not discriminate upon the basis of age, color, familial status, marital status, mental/physical disability, national origin, race, religion/creed, sex, gender identity, or sexual orientation in the sale, lease, rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

5.12 Release and Indemnification Covenants.

(1) Developer releases City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Section 5.10, the Indemnified Parties) from and covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements, unless such loss or damage to property or injury to or death of a person is caused by the Indemnified Parties' negligent acts or omissions.

(2) Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (1) Developer's acts or omissions which constitute or purport to constitute a violation of any agreement or condition of this Agreement; or (2) Developer's acts or omissions connected with its 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 by Developer's acts or omissions occurring after Developer takes possession of the Property.

(3) The Indemnified Parties shall not be liable to Developer for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be on, in or about the Minimum Improvements due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants or employees.

(4) All covenants, stipulations, promises, agreements and obligations of City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City, and not of any governing body member, officer, agent, servant or employee of City in their individual capacity thereof.

(5) The provisions of this Section 5.10 shall survive the termination of this Agreement.

5.13 Compliance with Laws. Developer shall comply with all federal, state, and local laws, rules and regulations relating to its businesses, other than laws, rules and regulations for which the failure to comply with or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, financial or otherwise, of Developer.

5.14 Force Majeure. A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is prevented, impeded, or hindered, unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control and after the party has taken reasonable steps to avoid or mitigate such event or its consequences (each a "Force Majeure Event") including, without limitation in any way, as the result of any acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes and/or labor disputes, pandemic, epidemic, quarantines, government stay-at-home orders, municipal and other government orders, failure of Internet, or other matter beyond the control of such party. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party identifying the Force Majeure Event, explaining how it impacts performance and the estimated duration, identifying the relief requested, agreeing to limit damages to the other party and to immediately resume performance upon termination of the Force Majeure Event, and agreeing to supplement the notice as more information becomes available, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible. No obligation to make a payment required by this Agreement is excused by a Force Majeure Event. The nonperforming party shall not be entitled to any damages or additional payments of any kind for any such delay.

SECTION 6. EVENTS OF DEFAULT AND REMEDIES.

6.1 Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (1) Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the Minimum Improvements and the Property.
- (2) Failure by Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement.
- (3) Transfer of any interest by Developer in any portion of the Property or the Minimum Improvements in violation of the provisions of this Agreement.
- (4) Failure by Developer to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

6.2 Remedies on Default by Developer. Whenever any Event of Default referred to in Section 6.1 of this Agreement occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to Developer of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and the Developer does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- (1) City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by City, that the Developer will cure its default and continue its performance under this Agreement;
- (2) Until the Closing Date, City may cancel and rescind this Agreement;
- (3) City may withhold the Certificate of Completion; or
- (4) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

6.3 Re-vesting Title in City Upon Happening of Event Subsequent to Conveyance to Developer and Prior to Issuance of Certificate of Completion.

Parcel A

In the event that, subsequent to Closing and prior to receipt by Developer of the Certificate of Completion, an Event of Default under Section 6.1 (1) through (4) of this

Agreement occurs and is not cured within the times specified in Section 6.2, then City shall have the right to re-enter and take possession of the Property and any portion of the Minimum Improvements thereon and to terminate Developer's estate, it being the intent of this provision, together with other provisions of this Agreement, that the conveyance of the Property was made upon the condition that, in the event of default under Section 6.1 (1) through (4) on the part of Developer and failure on the part of Developer to cure such default within the period and in the manner stated herein, City may declare a termination of this Agreement in favor of City of the title and of all Developer's rights and interests in and to the Property, and that such title and all rights and interests of Developer, and any assigns or successors in interests of Developer, and any assigns or successors in interest to and in the Property, shall revert to City (subject to the provisions of this Section 6.3 of this Agreement), but only if the events stated in Section 6.1 of this Agreement have not been cured within the time period provided above, or, if the events cannot be cured within such time periods, Developer does not provide assurance to City, reasonably satisfactory to City, that the events will be cured as soon as reasonably possible.

Parcel B

In the event that, subsequent to Closing and prior to receipt by Developer of the Certificate of Completion, an Event of Default under Section 6.1 (1) through (4) of this Agreement occurs and is not cured within the times specified in Section 6.2, then City shall have the right to re-enter and take possession of the Property and any portion of the Minimum Improvements thereon and to terminate Developer's estate, it being the intent of this provision, together with other provisions of this Agreement, that the conveyance of the Property was made upon the condition that, in the event of default under Section 6.1 (1) through (4) on the part of Developer and failure on the part of Developer to cure such default within the period and in the manner stated herein, City may declare a termination of this Agreement in favor of City of the title and of all Developer's rights and interests in and to the Property, and that such title and all rights and interests of Developer, and any assigns or successors in interests of Developer, and any assigns or successors in interest to and in the Property, shall revert to City (subject to the provisions of this Section 6.3 of this Agreement), but only if the events stated in Section 6.1 of this Agreement have not been cured within the time period provided above, or, if the events cannot be cured within such time periods, Developer does not provide assurance to City, reasonably satisfactory to City, that the events will be cured as soon as reasonably possible.

6.4 Resale of Reacquired Property; Disposition of Proceeds.

Parcel A

Upon the re-vesting in City of title to the Property as provided in Section 6.3 of this Agreement, City shall pay to Developer the Purchase Price which Developer actually paid to City for the Property under Section 3.1, less any amount required to provide clear title to the Property, including but not limited to prorated taxes and any mortgages, liens, or other encumbrances.

Parcel B

Upon the re-vesting in City of title to the Property as provided in Section 6.3 of this Agreement, City shall pay to Developer the Purchase Price which Developer actually paid to City for the Property under Section 3.1 and after Section 1.1(3) declining schedule, less any amount required to provide clear title to the Property, including but not limited to prorated taxes and any mortgages, liens, or other encumbrances.

6.5 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.

6.6 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.

6.7 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.

6.8 Remedies on Default by City. If City defaults in the performance of this Agreement, Developer may take any action, including legal, equitable or administrative action that may appear necessary or desirable to collect any payments due under this Agreement, to recover expenses of Developer, or to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement. Developer may suspend performance under this Agreement until it receives assurances from City, deemed adequate by Developer, that City will cure its default and continue its performance under this Agreement.

SECTION 7. GENERAL TERMS AND PROVISIONS.

7.1 Notices and Demands. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

- (1) If to Developer: Outfly Development, LLC
Attn: Michael Fullan

400 Ice Harbor Drive
Dubuque, Iowa 52001

With copy to: Flint Drake
Drake Law Firm, PC
300 Main St., Suite 323
Dubuque, Iowa 52001

(2) If to City: City Manager
50 W. 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4110
Fax: (563) 589-4149

With copy to: City Attorney
City Hall
50 W. 13th Street
Dubuque, Iowa 52001

or at such other address with respect to any party as that party may, from time to time designate in writing and forward to the other as provided in this Section 7.1.

7.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of City and Developer and their respective successors and assigns.

7.3 Term; Termination Date. The Term of this Agreement and the rights and obligations of the parties hereunder shall commence upon execution by both parties and shall terminate at midnight on June 1, 2042 (the Termination Date).

7.4 Execution By Facsimile. The parties agree that this Agreement may be transmitted among 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 or faxed) 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 E in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

7.6 Assignment of Agreement Related to Parcel B. Developer may assign, and a third party must assume, all obligations and rights hereunder with respect to Parcel B if:

- a. The 75,000 or more square foot warehouse or industrial building has been completed on Parcel B;
- b. The job creation requirements under this Agreement have been satisfied in the

- aggregate on Parcels A and B;
- c. The assignee assumes in writing all obligations related to continued compliance with this Agreement.

The Assignment, in form acceptable to City, must be in writing and copy thereof provided to the City at the address provided for notices in paragraph 7.1.

7.7 1031 Structure. City acknowledges that Developer will use funds generated from the sale of other real estate to accomplish the acquisition and development of the Property as provided herein. As a part of that process Developer will need to assign the purchase rights under this Agreement to an exchange accommodation titleholder during the exchange period. City will approve such assignment in a form acceptable to City for the limited purpose of accomplishing the benefits of the 1031 exchange. No further action or consent will be necessary for Developer to carry out such assignment.

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.

CITY OF DUBUQUE, IOWA

OUTFLY DEVELOPMENT, LLC

By: _____
Brad M. Cavanagh, Mayor

By: Michael Fullan
Michael Fullan, President

ATTEST:

By: _____
Adrienne Breitfelder, City Clerk

LIST OF EXHIBITS

Exhibit A	Urban Renewal Plan
Exhibit B	Plat
Exhibit B-1	Preliminary Site Plan
Exhibit C	City Attorney Certificate
Exhibit D	Opinion of Counsel to Developer
Exhibit E	Memorandum of Development Agreement
Exhibit F	Deed
Exhibit G	Certificate of Completion
Exhibit H	City Certificate

EXHIBIT A

URBAN RENEWAL PLAN

A copy of the Plan and amendments is on file in the Office of the City Clerk,
City Hall, 50 West 13th Street, Dubuque, Iowa

EXHIBIT B

PLAT

Parcel A

Parcel B

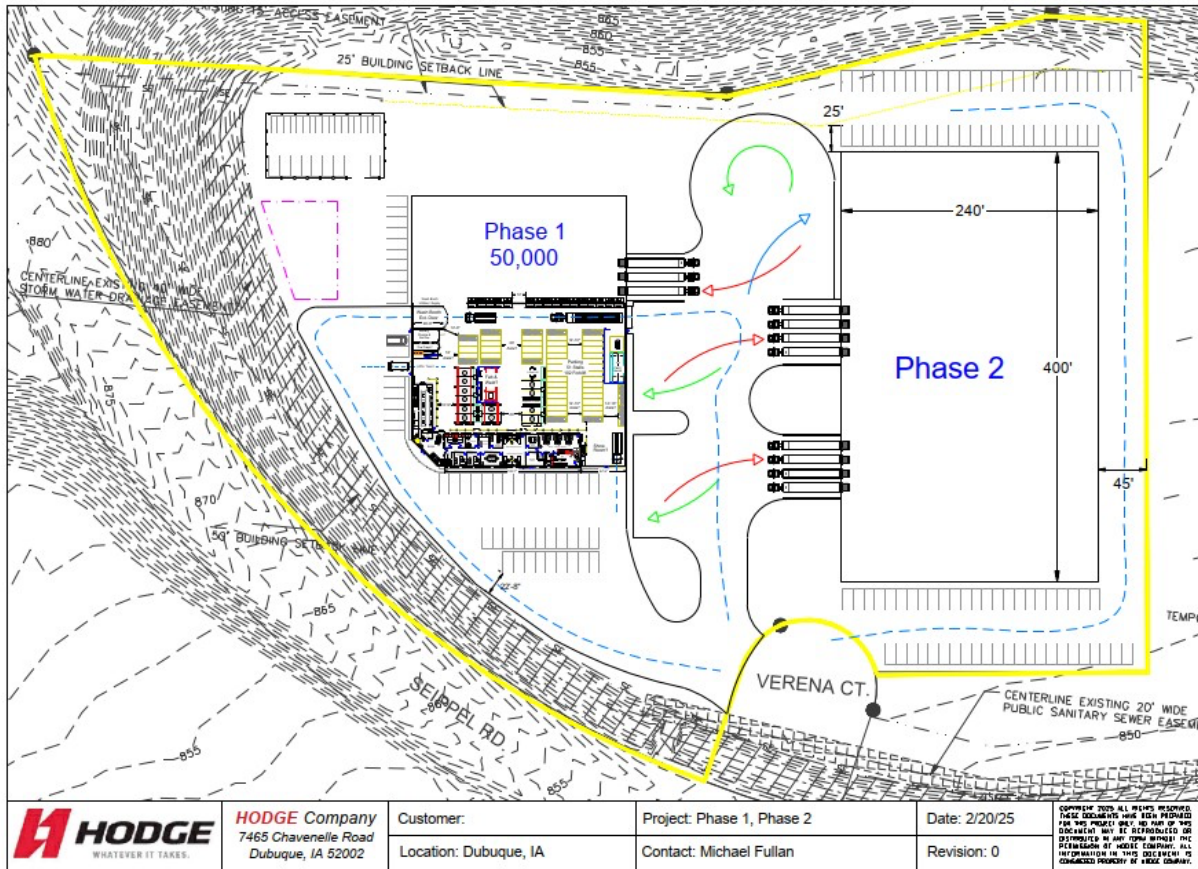


EXHIBIT C
CITY ATTORNEY'S CERTIFICATE

Barry A. Lindahl, Esq.
Senior Counsel
Suite 330, Harbor View Place
300 Main Street
Dubuque, Iowa 52001-6944
(563) 583-4113 office
(563) 583-1040 fax
balesq@cityofdubuque.org



(DATE)

RE:

Dear _____:

I have acted as counsel for the City of Dubuque, Iowa, in connection with the execution and delivery of a certain Development Agreement between Outfly Development, LLC(Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

The City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and has full power and authority to execute, deliver and perform its obligations under this Agreement, and to the best of my knowledge, the representations of the City Manager in his letter dated the ____ day of _____, 20__, are correct.

Very sincerely,

Barry A. Lindahl, Esq.
Senior Counsel

BAL:tls

EXHIBIT D
OPINION OF DEVELOPER'S COUNSEL

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

Re: Development Agreement Between the City of Dubuque, Iowa and Outfly
Development, LLC

Dear Mayor and City Councilmembers:

We have acted as counsel for Outfly Development, LLC, (Developer) in connection with the execution and delivery of a certain Development Agreement between Developer and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the Development Agreement and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. Developer is a corporation organized and existing under the laws of the State of _____ and has full power and authority to execute, deliver and perform in full Development Agreement. The Development Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. The execution, delivery and performance by Developer of the Development Agreement and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the articles of incorporation and bylaws of Developer, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which Developer is a party or by which Developer's property is bound or subject.

3. There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform Developer's obligations thereunder.

Very truly yours,

EXHIBIT E
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 between the City of Dubuque, Iowa, an Iowa municipal corporation, of Dubuque, Iowa, and Outfly Development, LLC, was made regarding the following described premises:

Lot 3 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa (Parcel A)

Lot 2 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa (Parcel B)

The Development Agreement is dated for reference purposes the ____ day of _____, 20__, and contains covenants, conditions, and restrictions concerning the sale and use of said premises.

This Memorandum of Development Agreement is recorded for the purpose of constructive notice. In the event of any conflict between the provisions of this Memorandum of Development Agreement and the Development Agreement itself, executed by the parties, the terms and provisions of the Development Agreement shall prevail. A complete counterpart of the Development Agreement, together with any amendments thereto, is in the possession of the City of Dubuque and may be examined at its offices as above provided.

Dated this ____ day of _____, 20__.

CITY OF DUBUQUE, IOWA

By: _____
Barry A. Lindahl, Senior Counsel

STATE OF IOWA

: ss:

DUBUQUE COUNTY

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Barry A. Lindahl, to me personally known, who being by me duly sworn did say that he is the Senior Counsel of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to said instrument is the seal of said Municipal Corporation and that said instrument was signed and sealed on behalf of said Municipal corporation by authority and resolution of its City Council and said Senior Counsel acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public, State of Iowa

EXHIBIT F
DEED

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

Tax Statement to:

Outfly Development, LLC Attn: Michael Fullen
400 Ice Harbor Drive
Dubuque, Iowa 52001

SPECIAL WARRANTY DEED

The City of Dubuque, Iowa, a municipal corporation of the State of Iowa (Grantor), in consideration of the Grantee named below undertaking the obligations of the Developer under the Development Agreement described below and the sum of Ten and no/100 Dollars (\$10.00) in hand paid, and other good and valuable consideration, and pursuant to the authority of Chapter 403, Code of Iowa, does hereby GRANT, SELL AND CONVEY unto Outfly Development, LLC (Grantee), the following described parcel situated in the County of Dubuque, State of Iowa, to wit (the Property):

Lot 3 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa (Parcel A)

Lot 2 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa (Parcel B)

This Deed is exempt from transfer tax pursuant to Iowa Code section 428A.2(6).

This Deed is given pursuant to the authority of Resolution No. _____ of the City Council of the City of Dubuque adopted the ____ day of _____, 2025, the terms and conditions thereof, if any, having been fulfilled.

This Deed is being delivered in fulfillment of Grantor's obligations under and is subject to all the terms, provisions, covenants, conditions and restrictions contained in that certain Development Agreement executed by Grantor and Grantee herein, dated the ____ day of _____, 2025 (the Agreement), a memorandum of which was recorded on the ____ day of _____, 2025, in the records of the Recorder of Dubuque County, Iowa, Instrument Number _____ - _____.

Promptly after completion of the improvements and payment in full of the Purchase Price for the Property in accordance with the provisions of the Agreement, Grantor will

furnish Grantee with a Certificate of Completion in the form set forth in the Agreement. Such certification by Grantor shall be, and the certification itself shall so state, a conclusive determination of satisfaction and termination of the agreements and covenants of the Agreement and of this Deed with respect to the obligation of Grantee, and its successors and assigns, to construct improvements and the dates for the beginning and completion thereof and pay the Purchase Price for the Property, it being the intention of the parties that upon the granting and filing of the Certificate of Completion that all restrictions, re-vesting of title, and reservations of title contained in this Deed be forever released and terminated and that any remaining obligations of Grantee pursuant to the Agreement shall be personal only.

All certifications provided for herein shall be in such form as will enable them to be recorded with the County Recorder of Dubuque, Iowa. If Grantor shall refuse or fail to provide any such certification in accordance with the provisions of the Agreement and this Deed, Grantor shall, within twenty days after written request by Grantee, provide Grantee with a written statement indicating in adequate detail in what respects Grantee has failed to complete the improvements in accordance with the provisions of the Agreement or is otherwise in default, and what measures or acts will be necessary, in the opinion of Grantor, for Grantee to take or perform in order to obtain such certification.

In the event that an Event of Default occurs under the Agreement and Grantee herein shall fail to cure such default within the period and in the manner stated in the Agreement, then Grantor shall have the right to re-enter and take possession of the Property and to terminate and re-vest in Grantor the estate conveyed by this Deed to Grantee, its assigns and successors in interest, in accordance with the terms of the Agreement.

None of the provisions of the Agreement shall be deemed merged in, affected or impaired by this Deed.

Grantor hereby covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever claiming by, through and under it.

Dated this ____ of _____, 2025 at Dubuque, Iowa.

CITY OF DUBUQUE IOWA

Attest:

By: _____
Brad M. Cavanagh, Mayor

By: _____
Adrienne N. Breitfelder, City Clerk

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 20__, before me a Notary Public in and for said County, personally appeared Brad M. Cavanagh and Adrienne N. Breitfelder to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Dubuque, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public in and for Dubuque County, Iowa

EXHIBIT G
CERTIFICATE OF COMPLETION

Prepared By: Barry A. Lindahl, 300 Main Street, Suite 330, Dubuque, IA 52001 (563) 583-4113
Return to: Barry A. Lindahl, 300 Main Street, Suite 330, Dubuque, IA 52001 (563) 583-4113

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa (City), and Outfly Development, LLC (Developer) have entered into a Development Agreement (the Agreement) dated as of [Date], with respect to certain real property located within the Dubuque Industrial Center Economic Development District and as more particularly described as follows:

Lot 3 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa (Parcel A)

Lot 2 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa (Parcel B)

(the "Property"); and

WHEREAS, said Agreement contains certain covenants and conditions with respect to the development of the Property, and obligates Developer to construct certain Minimum Improvements in accordance with the Agreement; and

WHEREAS, Developer has performed said covenants and conditions insofar as they relate to the construction of the Minimum Improvements in a manner deemed sufficient by City to permit the execution and recording of this certification; and

NOW, THEREFORE, pursuant to Section 2.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer, and its successors and assigns, to construct the Minimum Improvements on the Property and pay for the same have been completed and performed by Developer to the satisfaction of City and such covenants and conditions are hereby terminated.

The Recorder of Dubuque County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfaction of the covenants and conditions of said Agreement which would have resulted in a forfeiture by Developer and right of City to re-enter and take possession of the Property as set forth in said Agreement if such covenants and conditions had not been satisfied, and that said Agreement shall otherwise remain in full force and effect.

CITY OF DUBUQUE, IOWA

By: _____
Michael C. Van Milligen, City Manager

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael C. Van Milligen, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Dubuque, Iowa, a municipal corporation, and that the instrument was signed on behalf of the corporation, and Michael C. Van Milligen acknowledged the execution of the instrument to be his voluntary act and deed.

Notary Public in and for said State

EXHIBIT H
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

Dear _____:

I am the City Manager of the City of Dubuque, Iowa and have acted in that capacity in connection with the execution and delivery of a certain Development Agreement between _____ (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

On behalf of the City of Dubuque, I hereby represent and warrant to Developer that:

- (1) There is no action, suit or proceeding pending, or to the best of City's knowledge, threatened against City which might result in any adverse change in the Property being conveyed or the possession, use or enjoyment thereof by Developer, including, but not limited to, any action in condemnation, eminent domain or public taking;
- (2) No ordinance or hearing is pending or, to the best of City's knowledge, contemplated before any local governmental body which 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.
- (3) All leases, contracts, licenses, and permits between City and third parties in connection with the maintenance, use, and operation of the Property have been provided to Developer and City has provided true and correct copies of all such documents to Developer;
- (4). City has good and marketable fee simple title interest to the Property;
- (5) There are no notices, orders, suits, judgments or other proceedings relating to fire, building, zoning, air pollution, health violations or other matters that have not been corrected. City has notified Developer in writing of any past notices, orders, suits, judgments or other proceedings relating to fire, building, zoning, air pollution or health violations as they relate to the Property of which it has actual notice;

- (6) The Property will as of the date of the Closing Date be free and clear of all liens, security interests, and encumbrances and payment has been made for all labor or materials that have been furnished to the Property or will be made prior to the Closing Date so that no lien for labor performed or materials furnished can be asserted against the Property;
- (7) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement, and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at the time of each Closing confirming the representation contained herein, in form and substance attached hereto as Exhibit C;
- (8) All City utilities necessary for the development and use of the Property adjoin the Property, and Developer shall have the right to tie into and use said utilities upon payment to City of the required connection and tap fees and all other applicable fees; provided, however, that the cost of any utility relocation shall be at the sole cost of Developer;
- (9) The Property is free and clear of any occupants, and no party has a lease to or other occupancy or contract right in the Property which shall in anyway be binding upon the Property or Developer;
- (10) City shall exercise its best efforts to cooperate with Developer in the development process;
- (11) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion;
- (12) With respect to the period during which City has owned or occupied the Property, and to the best of City's knowledge after reasonable investigation with respect to the time before City owned or occupied the Property, no person or entity has caused or permitted materials to be stored, deposited, treated, recycled, or disposed of on, under or at the Property other than as described in the environmental reports that City has provided to Developer, which materials, if known to be present, would require cleanup, removal or some other remedial action under Environmental Laws;
- (13) There are no fees or other charges payable by Developer for the construction of any City utilities serving the Property other than the fees for connecting to and installing meters and tap fees with regard to such utilities and all city utilities necessary for the development and use of the Property as a mixed-use facility adjoin the Property and Developer shall have the right to connect to said utilities, subject to City's connection fees;
- (14) The Property is properly zoned for the various uses described in this

Agreement.

(15) City makes no warranties or representations as to the condition of the Property other than those which are expressly stated in this Agreement;

(16) City has completed all required notice to or prior approval, consent or permission of any federal, state or municipal or local governmental agency, body, board or official to the sale of the Property; and consummation of the Closing by City shall be deemed a representation and warranty that it has obtained the same;

(17) City represents and agrees that, use of the Property as Industrial Buildings or Facilities as described in this Agreement is in full compliance with the Urban Renewal Plan;

(18) The Property has a permanent right of ingress and egress to a public roadway for the use and enjoyment of the Property

(19) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement do not and shall not result in any material breach of any terms or conditions of any mortgage, bond, indenture, agreement, contract, license, or other instrument or obligation to which City is a party or by which either the City or the Property being conveyed are bound, nor shall the execution, delivery and performance of this Agreement violate any statute, regulation, judgment, writ, injunction or decree of any court threatened or entered in a proceeding or action in which City may be bound or to which either City or the Property being conveyed may be subject; and

(20) The representations and warranties contained in this Section shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date, and such representations and warranties shall survive the Closing.

Sincerely,

Michael C. Van Milligen
City Manager

RESOLUTION NO. ____-25

APPROVING THE DISPOSAL OF AN INTEREST IN CITY OF DUBUQUE REAL ESTATE BY SALE TO OUTFLY DEVELOPMENT, LLC PURSUANT TO A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND OUTFLY DEVELOPMENT, LLC INCLUDING THE ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE GRANT OBLIGATIONS TO OUTFLY DEVELOPMENT, LLC

Whereas, the City of Dubuque, Iowa (City) is the owner of the following described real property:

Lot 3 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa

Lot 2 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa

(the Property); and

Whereas, the City Council, by Resolution No. 302-25, dated September 15, 2025, declared its intent to dispose of its interest in the Property by sale to Outfly Development, LLC pursuant to a Development Agreement by and between the City of Dubuque, Iowa, and Outfly Development, LLC, including the issuance of Urban Renewal Tax Increment Revenue Obligations to Outfly Development, LLC; and

Whereas, pursuant to published notice, a public hearing was held on the proposed Development Agreement on October 6, 20025; and

Whereas, it is the determination of the City Council that the sale of the Property and approval of the Development Agreement for redevelopment of the Property by Outfly Development, LLC, according to the terms and conditions set out in the Development Agreement, is in the public interest of the City of Dubuque.

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

Section 1. The Development Agreement by and between the City of Dubuque, Iowa and Outfly Development, LLC, including the sale of the Property and the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute the Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. The City Manager is authorized to take such actions as are necessary to comply with the terms of the Development Agreement as herein approved.

Passed, approved, and adopted this 6th day of October, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 4.

ITEM TITLE: Resolution Adopting a Lake Ridge Urban Revitalization Plan

SUMMARY: Proof of publication on notice of public hearing to consider City Council adopt the attached resolution adopting the proposed Lake Ridge Urban Revitalization Plan, and City Manager recommending approval.
RESOLUTION Approving The Urban Revitalization Plan For The Lake Ridge Urban Revitalization Area

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

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Lake Ridge Urban Revitalization Plan
4. LRPAC Recommendation to CC - Lake Ridge Drive Urban Revitalization Plan
5. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Adopting a Lake Ridge Urban Revitalization Plan

DATE: October 1, 2025

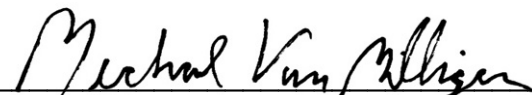
Assistant Economic Development Director Ian Hatch is recommending City Council adopt the attached resolution adopting the proposed Lake Ridge Urban Revitalization Plan.

CAL5, LLC, a subsidiary of Callahan Construction, purchased the property in June, 2025. The previous property owner planned to construct three multi-family apartment buildings on the property, but only constructed one building completely, and one building partially. As of January 1, 2025, only 75% of the second building had been assessed.

To incentive the completion of this project, Staff recommend applying a 73% tax abatement on the incremental property value generated by the completion of the project for a duration of 10 years. The incremental property taxes will be those taxes generated above the existing 2025 assessed valuation. The property currently resides within an urban renewal district but must also reside in an urban revitalization area in order to receive tax abatement.

The Long Range Planning Advisory Commission has reviewed the plan for the Lake Ridge Urban Revitalization Area and forwarded its recommendation to the City Council affirming the Plan is consistent with the 2017 Imagine Dubuque Comprehensive Plan.

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


Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney

Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director
Ian Hatch, Assistant Economic Development Director



Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Ian C Hatch, Assistant Economic Development Director

SUBJECT: Resolution Adopting a Lake Ridge Urban Revitalization Plan

DATE: September 29, 2025

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached resolution adopting the proposed Lake Ridge Urban Revitalization Plan.

BACKGROUND

In September 2022, following a housing study which indicated the need for over 1,100 housing units before the year 2030, the Dubuque City Council approved the expansion of incentives to be offered to developers of housing units. This slate of incentives included the creation of Urban Revitalization Areas in order to facilitate the development of multifamily housing.

Previously, Urban Revitalization Areas had been used in Dubuque for low-income housing tax credit projects; however, the Council approved the use of Urban Revitalization Areas for market-rate and workforce housing per Iowa Code Chapter 404.

CAL5, LLC, a subsidiary of Callahan Construction, purchased the property in June, 2025. The previous property owner planned to construct three multi-family apartment buildings on the property, but only constructed one building completely, and one building partially. As of January 1, 2025 only 75% of the second building had been assessed.

Any construction or improvements that were assessed before the area is officially designated will not be eligible for exemption.

DISCUSSION

To incentive the completion of this project, Staff recommend applying a 73% tax abatement on the incremental property value generated by the completion of the project for a duration of 10 years. The incremental property taxes will be those taxes generated above the existing 2025 assessed valuation.

Previously, a market-rate multifamily housing project was eligible for a declining abatement schedule over a 10-year period, beginning at 80% the first year and ending with 20% in year ten. However, the Iowa legislature recently removed the school foundational support tax from the eligible taxes to be abated. This school foundational support tax amounts to approximately 40% of the property taxes. City staff have determined that a flat 73% abatement schedule for 10 years, minus the school foundational property tax, would be an equal value to the intended 10-year declining schedule that included the school foundational support tax.

The property currently resides within an urban renewal district but must also reside in an urban revitalization area in order to receive this tax abatement schedule.

The Long Range Planning Advisory Commission has reviewed the plan for the Lake Ridge Urban Revitalization Area and forwarded its recommendation to the City Council affirming the Plan is consistent with the 2017 Imagine Dubuque Comprehensive Plan in accordance with Section 15-2-13G of the City Code.

RECOMMENDATION

I recommend, following the public hearing, the City Council adopt the attached Resolution adopting the Lake Ridge Urban Revitalization Plan.

Lake Ridge Urban Revitalization Plan

1.0 Introduction

This Plan describes certain provisions of the Iowa Urban Revitalization Act for the Lake Ridge Urban Revitalization Area.

The State of Iowa, under Iowa Code Chapter 404, allows cities to designate areas as urban revitalization districts. Under this statute, improvements to qualified areas may receive a total or partial exemption from property taxes for a specified number of years. The exemptions are intended to stimulate private investment by the reduction of tax increases related to property improvements.

Once an area is deemed to meet the requirements established in Chapter 404, a plan must be established which identifies the district boundaries, property owners, existing conditions, proposed plans, and the basic abatement provisions for the revitalization area.

Iowa Code Chapter 404.1 lists five reasons for which a city or county may establish urban revitalization plans:

1. An area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, the existence of conditions which endanger life or property by fire and other causes or a combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime, and which is detrimental to the public health, safety, or welfare.
2. An area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, incompatible land use relationships, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the actual value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or a combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, or welfare in its present condition and use.
3. An area in which there is a predominance of buildings or improvements which by reason of age, history, architecture or significance should be preserved or restored to productive use.
4. An area which is appropriate as an economic development area as defined in section 403.17.

5. An area designated as appropriate for public improvements related to housing and residential development, or construction of housing and residential development, including single or multifamily housing.

The Lake Ridge Urban Revitalization Plan will be based upon the need for construction of housing and residential development.

2.0 The Area

2.1 Location

Exhibit A identifies the location of the Revitalization Area in the City of Dubuque. The Area encompasses one underdeveloped parcel situated on Lake Ridge Drive.

2.2 Zoning

BLK 1 CEDAR LAKE ADD NO 2 in the City of Dubuque, Iowa, is zoned PR Planned Residential PUD and allows for multi-family structures.

2.3 Existing and Proposed Land Use

The existing land use of the property includes two existing multifamily buildings and the remainder of the Area is vacant and consists of grassland.

The proposed land use is multi-residential for multi-family structures.

2.4 Assessed Valuation and Owners of Records

Legal Description: BLK 1 CEDAR LAKE ADD NO 2

Owner of Record: [CAL5, LLC](#)

Land Value: \$441,000

Dwelling Value: \$3,488,400

Total Assessed Value: \$3,929,400

3.0 Relocation

No relocation of residents should occur due to the development of the parcel identified for this Area. Should relocation occur because of rehabilitation in the proposed Area, the person(s) causing a qualified tenant to be displaced shall pay all the relocation costs of the tenant as a condition for receiving a tax-exemption under Iowa Code Section 404.3. "Qualified tenant" shall mean the legal occupant of a residential dwelling unit which is located within this designated revitalization Area and who has occupied the same dwelling unit continuously for one year prior to the City's adoption of this Plan pursuant to Iowa Code § 404.2.

4.0 Qualification of Areas

This Revitalization Area is for new construction on undeveloped or underdeveloped parcels, of multi-family housing units. Only parcels properly zoned and providing new housing units are eligible.

Parcels in the Lake Ridge Urban Revitalization Area that are not in need of economic development for the purposes of new construction multi-family housing as provided for in this Plan are excluded from eligibility for tax incentives provided for in this plan.

There are housing, retail and commercial properties in the immediate surrounding areas.

The Urban Revitalization Area is adjacent to several retail establishments. Within one mile of the Revitalization Area there is a grocery store, pharmacy, local transit, and restaurants.

Additionally, there are several employment opportunities within one mile of the Revitalization Area, which include the establishments listed above as well as several commercial employers within four miles.

4.1 Historic Significance

The Lake Ridge Urban Revitalization Area has historically been undeveloped property adjacent to residential and commercial development. There have been two buildings constructed on the qualifying parcels to date, beginning in December 2023 and completed in June 2025

5.0 Revitalization Program

5.1 Tax Exemption

- a) New construction multi-family residential property assessed as residential will be eligible for property tax exemption. The property tax exemption will be in accordance with the Iowa Code § 404.3(4), providing for a ten-year, 73% exemption of the actual value added by the improvements. Under Iowa Code 404.3D, the property tax exemption on residential property shall not apply to property tax levies imposed by a school district.
- b) “Qualified real estate” means real property, other than land, which is located in a designated revitalization area and to which improvements have been added, during the time the area was so designated, which have increased the actual value by at least ten percent (10%) in the case of real property assessed as residential.
- c) Property tax exemption shall be available only for “new construction”. “Actual value added” means the actual value added as of the first year for which the exemption was received as certified by the City Assessor.
- d) Any construction or improvements that were assessed before the area was officially designated will not be eligible for exemption. Construction beginning greater than one year prior to the area becoming designated will

- not be eligible for exemption. All exemptions existing at the time of the repeal of the Lake Ridge Urban Revitalization District shall continue until their expiration.
- e) New construction must result in a structure meeting applicable building, plumbing, mechanical, electrical, and other code requirements of the City of Dubuque.
 - f) The actual value of the improvements must result in an increase in assessed value as stated in Section 5.1(b). Each year that an application is made for tax exemption, the assessed value must have increased in that year by the required percentage.
 - g) The area will become an Urban Revitalization Area commencing upon the adoption of the ordinance approving this Urban Revitalization Area by the City Council. The designation of the Lake Ridge Urban Revitalization Area will remain in effect until the desired level of revitalization has been attained. Upon repeal of the ordinance establishing this revitalization area, all existing exemptions would continue until their previously established expiration date.
 - h) All rental units created must accept the U.S. Department of Housing and Urban Development housing assistance in the form of Housing Choice Vouchers that are administered through the City of Dubuque Public Housing Authority to be eligible for the tax abatement, for all ten years of the abatement period. Denying a prospective tenant based on their source of income will terminate eligibility for tax abatement under this plan.

6.0 Application Procedure

This area, upon designation, will follow the procedures for application and granting property tax exemption within the City of Dubuque.

- a) The property owner must apply for an exemption by February 1st of the assessment year for which the exemption is first claimed, but not later than the year in which all the improvements included in the project are first assessed for taxation, or the following two assessment years, in which case the exemption is allowed for the total number of years in the exemption schedule. Upon the request of the owner, the governing body of the City may provide by resolution that the owner may file an application no later than February 1 of the tenth assessment year.
- b) The application must contain, at a minimum, the following (if applicable):
 - a. The nature of the improvements,
 - b. The cost of the improvements,
 - c. The actual or estimated date of completion, and
 - d. The tenants occupying the property as of the date of the City's

resolution adopting this plan.

- c) The City reviews all applications to determine whether the improvement project conforms to the revitalization plan, is within a designated area, and if the improvements were made during the appropriate period. If the project meets all three criteria, the City shall forward the application to the assessor by March 1st, with a statement as to which exemption applies. Applications for exemptions for succeeding years on approved projects are not required.
- d) The local assessor shall review each application by making a physical review of the property, to determine if the improvements made increased the actual value of the qualified real estate by at least ten percent in the case of real property assessed as residential property. If the assessor determines that the actual value of that real estate has increased by at least the requisite percent, the assessor shall certify the property valuation, determined pursuant to the tax exemption schedule, to the County Auditor at the time of transmitting the assessment rolls. The assessor shall notify the applicant of the determination, and the assessor's decision may be appealed to the local board of review at the time specified in Iowa Code. The property owner may also refile an application in a subsequent year after additional improvements have been made.
- e) After the tax exemption is granted, the assessor shall continue to grant the tax exemption, with periodic physical review by the assessor, for the ten-year time specified in the tax exemption schedule.
- f) An application for exemption received by February 1 in any year after the year in which the improvement was completed and first assessed for taxation, is a late application. Late application may be made in any year up to the tenth year following completion of the improvement. The exemption period will be the remainder of the ten-year period, which began upon completion of the improvement, except the total number of years in the exemption schedule will be allowed if a claim for exemption is filed within two years of the February 1 filing deadline.

7.0 Conclusion

The proposed Revitalization Area will encourage new construction to provide needed housing units. After the ten-year abatement period lapses, the full assessed value of the property will go on the tax rolls to the benefit of the entire community.

EXHIBIT A

MAP



September 19, 2025

The Honorable Mayor and City Council
City of Dubuque
50 W. 13th Street
Dubuque, IA 52001

SUBJECT: Creation of the Lake Ridge Drive Urban Revitalization Area

Dear Mayor and City Council Members:

Introduction

The Long Range Planning Advisory Commission has reviewed the proposed plan for the Lake Ridge Drive Urban Revitalization Area for consistency with the 2017 Imagine Dubuque Comprehensive Plan in accordance with Section 15-2-13G of the City Code.

Discussion

Ian Hatch, Assistant Economic Development Director, provided an information packet on the proposed plan for the Lake Ridge Drive Urban Revitalization District, noting that it will add to the City's tax base in the future. The property situated on Lake Ridge Drive is zoned to accommodate multi-family structures. The area encompasses a parcel with two completed 14-unit apartment buildings where the new owner plans to construct a third 14-unit apartment building. The housing in the surrounding area is single-family and multiple-family housing.

The Revitalization Area is in a mixed use area with residential, commercial, and light industrial uses. Within one mile of the Revitalization Area there is a grocery store, pharmacy, retail establishments, local transit, and restaurants. Additionally, there are several employment opportunities within one mile of the Revitalization Area, which include the establishments listed above as well as several commercial employers within four miles. The Commission discussed the project and found the proposal consistent with the 2017 Imagine Dubuque Comprehensive Plan.

Recommendations

By a vote of 4-0, the Commission recommends approval of the Urban Revitalization Plan for the creation of the Lake Ridge Drive Urban Revitalization District, as it is consistent with the 2017 Imagine Dubuque Comprehensive Plan.

Respectfully submitted,



Beth McGrath, Chairperson
Long Range Planning Advisory Commission

cc: Jill Connors, Economic Development Director
Ian Hatch, Assistant Economic Development Director

RESOLUTION NO. ____-25

APPROVING THE URBAN REVITALIZATION PLAN FOR THE LAKE RIDGE URBAN REVITALIZATION AREA

WHEREAS, by Resolution No. 301-25, adopted September 15th, 2025, the City Council of the City of Dubuque, Iowa authorized the preparation of an Urban Revitalization Plan for the Lake Ridge Urban Revitalization Area; and

WHEREAS, the City of Dubuque's primary objective for the Urban Revitalization Plan is to provide opportunities which will further economic development purposes and objectives and remediate blighting conditions and to create new housing opportunities; and

WHEREAS, housing creation remains a priority for the City Council of the City of Dubuque, Iowa; and

WHEREAS, Block 1 of CEDAR LAKE ADDITION NO. 2, in the City of Dubuque, Iowa, according to the recorded plat thereof (the Property), is the location of a proposed apartment development by CAL5, LLC in the Lake Ridge Urban Revitalization Area; and

WHEREAS, pursuant to published notice, a public hearing was held on October 6th, 2025 at 6:30 p.m., on the proposed Lake Ridge Urban Revitalization Area Urban Revitalization Plan.

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

Section 1. That the Lake Ridge Urban Revitalization Area Urban Revitalization Plan, on file in the City Clerk's Office, is hereby approved.

Section 2. That the City Clerk of the City of Dubuque, Iowa is hereby authorized and directed to file a certified copy of this Resolution in the Office of the Dubuque County Auditor.

Passed, approved and adopted this 6th day of October, 2025.

Brad M. Cavanagh, Mayor

ATTEST:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 5.

ITEM TITLE: Public Hearing on the plans, specifications, form of contract, and estimated cost for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades Project

SUMMARY: Proof of publication on notice of public hearing to consider City Council adopt the attached resolution approving the plans, specifications, form of contract, and estimated cost of \$2,950,000.00 for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades project, and City Manager recommending approval.
RESOLUTION Giving final approval to, and confirmation of, plans, specifications, form of contract and estimate of cost for the 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project

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

ATTACHMENTS:

1. MVM Memo
2. Staff Memo, Public Hearing, WRRRC Industrial Controls Project, 9-30-2025
3. Public Hearing Resolution, Letter, Bond Counsel, WRRRC Ind Ctrl

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

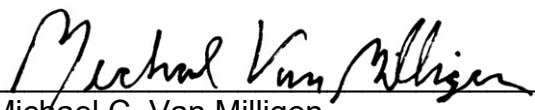
SUBJECT: Public Hearing on the plans, specifications, form of contract, and estimated cost for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades Project [Project No: 4381500017]

DATE: October 1, 2025

Water & Resource Recovery Center Director Deron Muehring is recommending City Council adopt the attached resolution approving the plans, specifications, form of contract, and estimated cost of \$2,950,000.00 for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades project.

Funding for the Industrial Controls Upgrade project [4381500017] was approved by the City Council as part of the Fiscal Year 2025 budget. The total project cost was originally estimated to be \$3 million and was to be funded over three years through a combination of Sanitary Sewer Construction Funds and State Revolving Fund loans.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Deron Muehring, Water & Resource Recovery Center Director

TO: Michael C. Van Milligen, City Manager

FROM: Deron Muehring, Water & resource Recovery Center Director

SUBJECT: Public Hearing on the plans, specifications, form of contract, and estimated cost for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades Project [Project No: 4381500017]

DATE: September 30, 2025

INTRODUCTION

The purpose of this memorandum is to request holding a public hearing and approve the plans, specifications, form of contract, and estimated cost for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades project (Project).

BACKGROUND

The Water & Resource Recovery Center (WRRC) is a critical part of Dubuque's public infrastructure, providing wastewater treatment services for residential, commercial, and industrial users throughout the region. The facility underwent a major upgrade in 2013, which included the installation of automated control systems that act as the 'brains' of the WRRC across multiple buildings, telling treatment equipment when to turn on, off, or adjust, while also monitoring overall performance.

Following the COVID-19 pandemic, the WRRC's control equipment began to face unexpected challenges. Global supply chain disruptions caused manufacturers to shift their limited resources away from supporting older equipment models into their new product lines. As a result, many electrical components that would typically remain supported for 20 years or more were prematurely discontinued. This has made it increasingly difficult, and in some cases impossible, to find replacement parts for key control systems. To address this issue, a multi-phase capital improvement project was developed to modernize the WRRC's control systems.

Funding for the Industrial Controls Upgrade project [4381500017] was approved by the City Council as part of the Fiscal Year 2025 budget. The total project cost was originally estimated to be \$3 million and was to be funded over three years through a combination of Sanitary Sewer Construction Funds and State Revolving Fund loans.

In September 2025, the City Council adopted Resolution 303-25, authorizing the public bidding process and setting a public hearing on the plans, specifications, form of contract, and estimated cost for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades project (Project).

DISCUSSION

The Industrial Controls Upgrade project will be implemented in multiple phases to ensure continuity of operations and minimize disruption to critical treatment processes. Each phase will target a subset of buildings, allowing for a controlled transition to modern control infrastructure while maintaining full facility functionality.

Phase I, the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades (Project), will focus on Building 10 (Headworks) and Building 75 (Solids Handling). These buildings were prioritized due to the complexity of their control systems, and the critical nature of their processes. Notably, Building 75 contains the largest number of electrical control components at the WRRRC. Replacing this equipment early addresses a high-priority area and also creates an opportunity to salvage the functional legacy components which can be used in the event of electrical control failure in other buildings before their scheduled upgrades.

The project construction work will span nearly two years from bid opening to final acceptance. After the contract award, the contractor will prepare and submit shop drawings for engineer review. Once approved, the contractor will order the electrical control equipment which has a long lead time. Delivery of the electrical control components is not expected until late 2026, with installation, testing, and commissioning continuing into mid-2027.

The schedule for the Project is as follows:

Initiate Public Bidding Process	September 15, 2025
Publish Notice to Bidders, Advertise for Bids	September 16, 2025
Publish Public Hearing Notice on Plans & Specs	September 19, 2025
Public Hearing on Plans & Specifications	October 6, 2025
Receipt of Bids (Bid Letting)	October 23, 2025
Award Construction Contract	November 3, 2025
Final Completion	August 25, 2027

The estimate of probable construction cost for the Project is \$2,950,000.00. The estimate of all Project costs, including engineering and construction costs, is as follows:

Description	Cost Estimate
Engineering Design	\$110,000
Construction Contract	\$2,950,000
Contingency (5%)	\$147,500
Administration and Construction Engineering	\$105,000
Total Construction Cost Estimate	\$3,212,500

The explosion that occurred in Building 75 in early December 2024, caused significant damage to a portion of the Building 75 motor control center (MCC) which houses the building's electrical control systems.

Following the December 2024 explosion, the City worked with engineering consultant Strand Associates to assess the full extent of the damage and determine how it would affect the broader electrical and process systems in the building. One of the modifications that came about was to shift the Building 75 MCC eastward into the former operator control room which was damaged by the explosion. The December 2024 event is a covered cause of loss under the City's insurance policy. The total cost of the loss is currently estimated at between \$3 million and \$4 million. Of that amount, approximately \$966,000 is associated with the cost to replace the damaged portion of the electrical controls in Building 75. The work to replace the damaged electrical controls in the Building 75 MCC will be accomplished as part of the 2025 WRRRC MCC Communications and PLC Upgrades Project. These expenses are to be funded through insurance proceeds, which are to be reflected in the Fiscal Year 2026 CIP Budget as part of Fiscal Year 2026 Budget Amendment.

RECOMMENDATION

I recommend the City Council conduct a public hearing and approve the plans, specifications, form of contract, and estimated cost for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades project.

BUDGET IMPACT

The funding plan for the Project is as follows:

Project	Fiscal Year	Fund Description	Fund Amount
4381500017	2025	Sanitary Sewer Fund	\$350,000
4381500017	2025	SRF Loan	\$750,000
4381500017	2027	Sanitary Sewer Fund	\$923,705
4381500017	2027	SRF Loan	\$76,295
4381500017	2028	SRF Loan	\$146,500
4381500019	2026	Insurance Proceeds	\$966,000
Total Project Funding			\$3,212,500

ACTION TO BE TAKEN

I respectfully request holding a public hearing and adopting the attached resolution approving the plans, specifications, form of contract, and estimated cost for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades project.

Attach.

cc: Crenna Brumwell, City Attorney
Jenny Larson, Chief Financial Officer
Tony Brietbach, Purchasing and Risk Manager

September 30, 2025

VIA EMAIL

Jenny Larson
Chief Financial Officer
Dubuque, Iowa

Re: 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project
Our File No. 430411-22

Dear Jenny:

We have prepared and attach the proceedings related to the hearing on, and approval of, the plans and specifications, form of contract and estimate of cost for the 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project.

The materials attached include the following items:

1. Minutes of the October 6, 2025, City Council meeting covering the hearing on the plans and specifications. If there are no objections filed and if there are no objectors present at the meeting, please insert the word “no” in the blank space provided. If there are objectors, they should be listed with their names and the nature of their objections.
2. Resolution finally approving and confirming plans, specifications and form of contract.
3. Attestation Certificate with respect to the validity of the transcript.

As these proceedings are completed, please return one fully executed copy to our office.

If you have any questions, please contact Emily Hammond or me.

Best regards,

David D. Grossklaus

John P. Danos

Attachments

cc: Deron Muehring
Crenna Brumwell
Adrienne Breitfelder
Strand Associates, Inc.

MINUTES OF MEETING TO APPROVE
PLANS AND SPECIFICATIONS, FORM
OF CONTRACT AND ESTIMATE OF
COST

430411-22 (L)

Dubuque, Iowa

October 6, 2025

The City Council of the City of Dubuque, Iowa, met on October 6, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa, pursuant to published notice.

The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

• • Other Business • •

PUBLIC HEARING

The Mayor announced that this was the time and place set for hearing on the plans and specifications, form of contract and estimate of cost for the proposed 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project.

Upon investigation, it was found that _____ persons had appeared and filed objections to the proposed plans, specifications, form of contract and estimate of cost for the 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project as follows:

(Insert the word “no” in the blank space above or list here the names of objectors and the types of objections, if any are filed.)

The City Council heard said objectors and evidence for or against the proposed 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project; whereupon, the Mayor declared the hearing closed.

MOTION TO APPROVE RESOLUTION

Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the said motion duly carried and the resolution adopted as follows:

RESOLUTION NO. _____

Resolution giving final approval to, and confirmation of, plans, specifications, form of contract and estimate of cost for the 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project

WHEREAS, the City Council of the City of Dubuque, Iowa, has heretofore given preliminary approval to the plans, specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project (the "Project"), as described in the notice of hearing on the Contract Documents for the Project; and

WHEREAS, a hearing has been held on the Contract Documents on October 6, 2025;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Dubuque, Iowa, as follows:

Section 1. The Contract Documents referred to in the preamble hereof are hereby finally approved, the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved October 6, 2025.

Mayor

Attest:

City Clerk

• • Other Business • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
DUBUQUE COUNTY
CITY OF DUBUQUE

SS:

I, the undersigned, City Clerk of the City of Dubuque, Iowa, hereby certify that the attached is a true, correct and complete transcript of the proceedings had and action taken by the City Council up to the present time in connection with the 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project, including a true, correct and complete copy of the resolution referred to in such minutes.

WITNESS MY HAND this _____ day of _____, 2025.

City Clerk

**City of Dubuque
City Council**

ACTION ITEMS # 1.

ITEM TITLE: Commercial Air Service Minimum Revenue Guarantee

SUMMARY: City Manager recommending City Council dedicate \$2.4 million to a Minimum Revenue Guarantee for Denver Air Commercial Air Service for the current fiscal year (FY26) through June 30, 2026, and an additional \$100,000 to the marketing of that service because the more people that fly the less time a minimum revenue guarantee will be required.

SUGGESTED DISPOSITION: Receive and File; Council Direction

ATTACHMENTS:

1. MVM Memo
2. Public Input
3. Clarke University
4. Cottingham & Butler
5. Crescent Community Health Center
6. Dubuque Area Chamber of Commerce
7. GDDC
8. Loras College
9. Travel Dubuque
10. University of Dubuque
11. Presentation from 9.15.25 City Council Meeting
12. Council PP MRG MVM 100625
13. 25.09.15 MVM Memo Commercial Air Service Minimum Revenue Guarantee
14. Email Public Input - 10.6.25
15. Email Public Input - Air Service - 10.6.25

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Commercial Air Service Minimum Revenue Guarantee

DATE: September 29, 2025

INTRODUCTION

The purpose of this memorandum is follow up to September 15 City Council Meeting where staff provided an update on commercial air service and the Denver Air minimum revenue guarantee to provide daily air service to O'Hare Airport in Chicago.

Minimum Revenue Guarantees help support local economies by supporting local business and leisure travelers and attracting tourism and visitors.

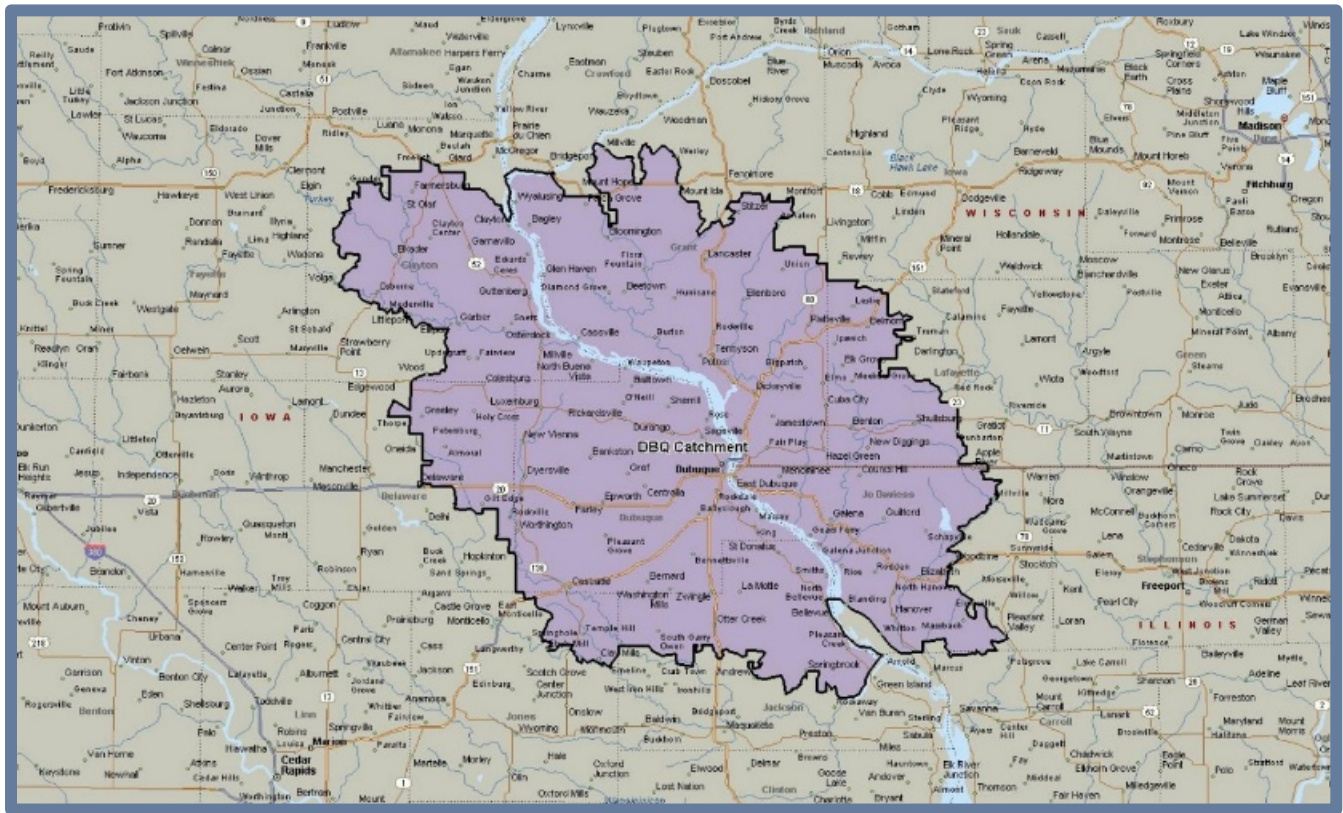
In commercial air service, a minimum revenue guarantee (MRG) is an agreement whereby a municipality or airport operator guarantees an airline a certain amount of revenue for a new, established, or expanded air route. If the airline's actual revenue from that service falls short of the guaranteed amount during a defined period, the local entity pays the airline the difference, reducing the airline's financial risk and encouraging new service or competition. MRGs ensure that an air carrier receives a predetermined amount of revenue, regardless of actual ticket sales. This support is provided to encourage the carrier to start or maintain service, with the duration of MRG funds depending on factors like load factors, ticket revenues, and carrier expenses. By fostering new or expanded air service, MRGs help support local economies by supporting local business and leisure travelers and attracting tourism and visitors, who then spend money at local hotels, restaurants, and attractions.

BACKGROUND

In calendar year 2019 (pre-COVID), FAA enplanements reported **36,521 passengers flew from Dubuque to O'Hare** as their destination or connection, on three flights daily. During that same year, the US DOT Origination & Destination (O&D) report showed an average of **99 passengers flew from Dubuque to O'Hare daily**. For Denver Air to be financially independent requiring no minimum revenue guarantee they need to have 40% (40) of those 99 customers fly out of Dubuque daily.

According to 2022 Mead and Hunt Study using Global Distribution System and Airline data there are 176,498 passengers in Dubuque Catchment area (Approximately 30-40 minutes from Dubuque). Passenger demand each way (PDEW) data indicate

approximately 505 passengers fly out of an airport to a destination from Dubuque catchment area daily.



As a result of the loss of daily scheduled air service the non-profit DBQ Air was formed with board members combined from private and public organizations:

- Brad Cavanagh, Mayor, City of Dubuque
- Harley Pothoff, Supervisor, Dubuque County
- Molly Grover, President and CEO, Chamber of Commerce
- Keith Rahe, President and CEO, Travel Dubuque
- Anthony Williams, President and CEO, Q Casino
- Jason White, Vice President of Business Services, Greater Dubuque Development Corporation
- Mary Ann Kurtz Weber, Vice Chair, Airport Commission
- Todd Dalsing, Airport Director, Dubuque Airport

Denver Air began service on November 4, 2024, featuring interline agreements with United and American for hundreds of convenient connections beyond O'Hare Airport.

Overcoming Challenges

Dubuque has overcome several challenges prior to and since the restoration of commercial air service in November 2024.

- **No Commercial Air Service at DBQ for 2 Years:**
It has been a challenge to introduce a new service to the market and break travel habits formed during the two-year absence of local, commercial air service.

- **Launching New Service in November:**
Nationally, November through February are low passenger travel months.
- **Afternoon Flight Time:**
Although the afternoon flight time was the only option available to restore service at DBQ, businesses expressed concerns that the afternoon flight was not ideal for business travel. Many noted this schedule would require them to incur an additional night of travel. (The afternoon flight and November start were the only option at time of negotiations). This challenge eventually led to DBQ Air working with Denver Air and O'Hare Airport to adjust the flight schedule to an AM departure and PM arrival which started May 16, 2025.
- **Construction at O'Hare:**
After the announcement of the new service, O'Hare Airport advised Denver Air of construction in Terminal L, which impacted jet bridge and gate service for all Denver Air Dubuque passengers. Denver Air's only option was remote aircraft parking and utilizing a bus to transport passengers to and from the terminal from November to early May. Mayor Cavanagh and Denver Air petitioned O'Hare Airport's gate director and ultimately restored gate operations and jet bridge service at Gate G2. The first departure from this new gate was May 15, 2025.
- **Mainline Air Carriers (American, United, Delta, Southwest):**
A City official met with American Airlines and was told adding regional markets like Dubuque is not in their plans. They will continue to rely on regional carriers to supply passengers to mainline airports. Matt Skinner, Dubuque Air Service Consultant, also regularly meets with all mainline carriers who have conveyed the same message.
- **Competing Regional Airports:**
Cedar Rapids (CID), Madison (MSN), and Moline (MLI) are all competing for passengers and marketing their service in the Dubuque Regional Airport catchment area.
- **No Other Federal or State Funding Options Available:**
DBQ Air and Dubuque and Dubuque County elected officials continue to advocated with federal and state legislators for options to be added to existing programs such as Essential Air Service, altering SCASD language, or starting a new program that would assist airports similar to DBQ.

The FAA Modernization and Reform Act of 2012 included reform measures that a community must have a minimum number of enplanements to remain eligible for the subsidy. It also provided the wording, "to remain EAS-eligible, communities must have participated in the EAS program at some time between September 30, 2010, and September 30, 2011." *Air Service at DBQ was self supporting during this time therefore not participating or eligible*

As of October 1, 2012, no new communities can enter the program should they lose their unsubsidized service, except in Alaska and Hawaii. Airports that were formerly eligible but did not receive subsidized service during the specified year, are no longer eligible for subsidized service and may not reenter the program. This prohibits Dubuque from receiving EAS funding under current federal regulations.

Iowa Commercial airports received the following EAS funding in 2024:

- Waterloo ALO \$7.4 Million
- Sioux City SUX \$5.3 Million
- Fort Dodge FOD \$6.4 Million
- Mason City MSW \$6.5 Million
- Burlington BRL \$3.5 Million

SURVEYS

December 2023, prior to pursuing daily scheduled air service a survey was part of a broader study effort to provide a detailed understanding of the want and need for commercial air service at the Dubuque Regional Airport (DBQ), among a variety of stakeholders and regional users. The results of the study are intended to provide information for purposes of air planning, air service and airport development, overall economic planning and development, transit forecasting and development, and partnerships and participation in a variety of multi-community and regional efforts.

Employer & Resident Surveys

Employers Survey: 228 Responses and 28 interviews

- Strong support. Most employers (73%) support efforts to attract Dubuque commercial air service, recognizing it might require financial guarantees.
- Financial support. Most employers (69%) also support the use of City and/or County funds to attract air service, while with voluntary private funding efforts, 51% support with 29% neutral.
- Desired service. Chicago O'Hare is by far the leading choice for new hub airport service, followed by Dallas, Denver, and Minneapolis.
- Willingness to Use. Employers estimate that they would be willing to spend an average of \$142 more for a round-trip flight from DBQ as compared to a similar flight from Chicago-O'Hare.
- Economic Impacts of air service expansion:
 - Two-thirds (68%) expect a positive impact on their business.
 - Almost all (95%) expect a positive impact on the greater Dubuque area economy.

Residents Survey: More than 8,000 responses

- Strong Support. The vast majority (91%) of respondents strongly (78%) or somewhat (13%) support efforts to attract Dubuque air service.
- Willingness to use. The vast majority (86%) of respondents would definitely (68%) or probably (18%) consider using Dubuque Regional Airport if air service were expanded to a major hub airport.
- Desired service. Chicago O'Hare is by far the leading choice for new hub airport service, followed by Denver, Dallas, Minneapolis, and Atlanta.
- Impacts of Dubuque air service expansion.
 - 84% expect a positive impact on their household.
 - Almost all (97%) expect a positive impact on the greater Dubuque area economy.

Dubuque Regional Airport Traveler Survey

Results from a survey targeted toward travelers flying through Dubuque from July through September 2025 clearly indicate that people who use the service have a positive experience. As of September 25, 2025, over 110 people have completed the survey. Here are some key results:

- 88% rate their experience at the airport as excellent and 8% rate it as good
- 93% are very likely to recommend the airport to friends, family, or colleagues
- 96% are very likely or somewhat likely to use the airport in the future
- 58% of respondents were leisure travelers, 29% were business travelers and 13% were a combination of business and leisure

Population Growth

The Tri-State region's economy and population are growing, commercial air service at the Dubuque Regional Airport is critical to continued growth.

According to the US Census Bureau's Vintage 2024 population estimates, for the first time in history, the population of Dubuque County is approaching 100,000. The city of Dubuque, home to nearly 60% of Dubuque County's total population and the location where most residents within 50 miles work, shop, and recreate, is a major driver and beneficiary of this milestone.

Daily commercial air service at Dubuque Regional Airport provides a conduit to national and international students attending higher education in the tristate area:

- Loras College – Student population: Approximately 1,600
- Clarke University – Student population: Around 1,200
- University of Dubuque – Student population: 2,190
- Emmaus Bible College – Student population: 206
- Wartburg Theological Seminary – Student population: 193
- Divine Word College – Student population: 61
- University of Wisconsin–Platteville – Student population: 6,696

Economic Development

Since July 1, 2022, Greater Dubuque Development Corporation reports there has been over \$953 million in new construction in Dubuque County. One of the indicators that shows Dubuque is growing and thriving is building permit fees. Last fiscal year permit fees were \$1,357,425, which is an increase of \$567,937 (72%) from the prior fiscal year.

The continuation of Dubuque commercial air service is important to major projects already in the works, such as:

- John and Alice Butler College of Osteopathic Medicine
- Field of Dreams
- Expansion of the University of Dubuque Aviation Pilot Program
- New and Expanded Amenities and Attractions

Air service is imperative to keep this momentum moving forward. It is an infrastructure which facilitates business, tourism, and helps attract and retain residents (including students). It is an expected service, no different than high-speed internet,

available land for growth, utilities, ground transportation (bus), recreation space, etc. It is a connection to the outside world just like 4-lane highways and history has shown us what happens when Dubuque is cut off from critical transportation infrastructure. When the interstate system bypassed our city in the 1950s, the economic fallout culminated in the downturn of the 1980s.

Funding Update

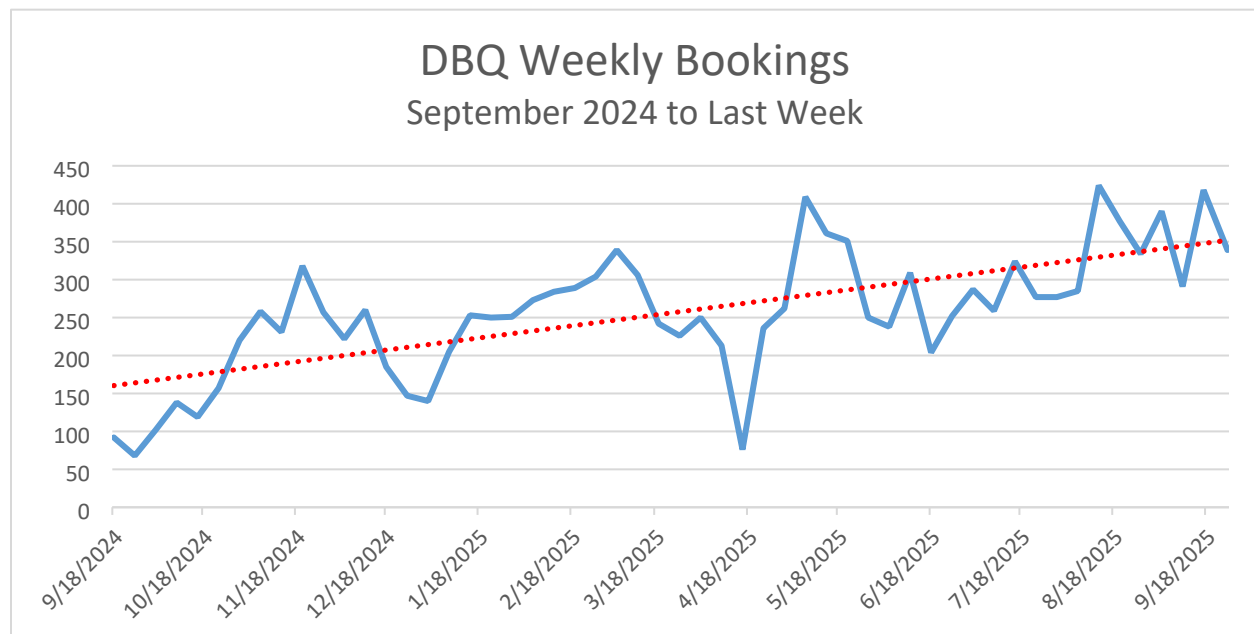
Air service is critically important to a local economy by enabling business travel and connectivity, facilitating global market access, boosting tourism, creating jobs directly and indirectly through various sectors, and supporting the relocation of businesses and professionals by providing vital links to the national and global transportation network

Using numbers based on the 2022 Iowa Airport Economic Impact Study, the 2025 Denver Air Commercial air service is estimated to generate nearly \$19 million in economic benefit for Dubuque/Dubuque County.

DBQ/DAC Commercial Passengers: 2025 Estimated Economic Impact			
<u>2025 Est Passengers</u>	<u>2022 Econ Output Per Passenger</u>	<u>Inflation 2022-25</u>	<u>2025 Economic Impact</u>
7,637	\$2,201	1.13	\$18,994,212

The objective from the start of service is to reach a load factor and ticket price that sustains air service long-term without a minimum revenue guarantee.

The morning departure and evening arrival schedule has been well received by business and leisure travelers. Enplanements continue to grow and are trending positively, with Dubuque currently averaging nearly 50% load factors, with a goal of 80% load factor.



To attain self-sufficiency, DBQ Air Service Consultant estimates Denver Air will need to reach an average 80% load factor. To reach the additional 30% will require an additional 15 passengers per flight on the existing 50-seat aircraft, which we believe is achievable when considering Dubuque Regional Airport's history of approximately 99 passengers per day pre-Covid.

The following provides a comprehensive financial account for the US Department of Transportation Small Community Airservices Development Program (SCASDP):

SCASD Program used for Minimum Revenue Guarantee (MRG)

SCASD Funding:

DOT	\$1,500,000	
City of Dubuque	\$ 150,000	
Dubuque Chamber	\$ 100,000	
GDDC	\$ 50,000	
Dubuque County	\$ 50,000	
Travel Dubuque	\$ 50,000	
Airport	\$ 40,000	
IA DOT of Aviation	\$ 25,000	
	<u>\$1,965,000</u>	Cash
In-Kind Contributions	\$ 70,195	Media vendors match
Airport Incentive Program	\$ 27,086	Fees waived
Total	\$2,062,281	

MRG Payments to Denver Air Connection:

	Invoice Total	Funding Source
ADDITIONAL FUNDING NEEDED		
July 2025 (5 Weeks)	\$325,015.06	City of Dubuque
August 2025	\$246,763.00 EST.	City of Dubuque
September 2025	\$255,024.00 EST.	City of Dubuque
October 2025 (5 Weeks)	\$318,780.00 EST.	City of Dubuque
November 2025	\$255,024.00 EST.	City of Dubuque
December 2025	\$255,024.00 EST.	City of Dubuque

Total estimated funding needed to retain service through December 2025:

\$ 1,655,630.

	Invoice Total	Funding Source
January 2026 (5 Weeks)	\$ 331,030.00 EST.	TBD
February 2026	\$ 262,304.00 EST.	TBD
March 2026	\$ 230,664.00 EST.	TBD
April 2026 (5 Weeks)	\$ 284,480.00 EST.	TBD
May 2026	\$ 194,264.00 EST.	TBD
June 2026	\$ 206,024.00 EST.	TBD

Total estimated funding needed to retain service January 2026 through June 2026:

\$ 1,508,766.

Additional Funding Sources and Incentives Utilized to Date:

- Travel Dubuque Board contributed \$500,000 to support the MRG in August 2025
- Chamber \$50,000 in marketing over two years + \$15,000 in kind.
- Dubuque Initiatives committed up to \$200,000 for a \$100 Airfare Rebate Program for travelers who purchase round-trip airfare tickets between Aug. 11 and October 31, 2025.
- The Dubuque Airport Commission waives annual rates and charges to Denver Air Connection according to FAA Air Carrier Incentive Program. Dubuque Regional Airport also provides discounted ground handling and fuel fees, consultant and marketing costs.
- The Hilton/Q Casino provides a discount hotel rate for Denver Air Connection crew.
- The Dubuque Racing Association awarded a \$100,000 Mission Grant toward marketing.
- The Dubuque Racing Association also awarded a 2-year \$40,000 Core Grant toward MRG.

Denver Air Connections Incentive Programs:

- Mile High Elite Rewards: With Denver Air Connections' Mile High Elite rewards program, one point per flight purchased. Just six points earns a one-way reward ticket to any Denver Air Connection destination (except Telluride).
- Denver Air Connection's Corporate Discount Program allows businesses and organizations that travel frequently the opportunity to receive a discount on Denver Air Connection flights. Eligible businesses can receive up to 20% off all Denver Air fares for their first year in the program.

Direct Benefits to Dubuque Regional Airport

1. FAA Airport Improvement Program (AIP)
 - Commercial Airports which have greater than 10,000 Enplanements - receive \$1,300,000/year entitlement
 - Commercial Airports which have less than 10,000 Enplanements – receive funding based on an escalating scale based on enplanements.
 - Commercial airports with no scheduled commercial air service - General Aviation Airports receive little if any AIP funding.
2. Type of service (aircraft design group) at airports also impact the funding and ranking of FAA AIP eligible projects, for example an airport that has scheduled commercial air service qualifies for higher design standards on taxiways and runways.
3. Passenger Facility Charge
DBQ Airport received \$4.39 passenger facility charge (PFC) for each passenger enplaned. DBQ has a FAA approved PFC Plan dedicated to Airport Improvement Program Projects to pay annual debt service on local 10% match.

Estimating ERJ 145, 50 seat aircraft, 80% load factor:
 $40 \times 7 \times 52 = 14,560 \text{ pax} \times \$4.39 \text{ PFC} = \$63,918 \text{ annual}$

4. Direct Job Retention at Dubuque Regional Airport

Terminal Employees

Ground Handling	2 FT, 10 PT	= 12
TSA	5 FT, 5 PT	= 10
Avis	1 FT, 1 PT	= 2
Bag Service	1FT	= 1
		Total = 25

Add restaurant employees with sustained service.

Does not include secondary service such as off airfield ground transportation, delivery, admin, ATCT, maintenance, ops, etc.

DISCUSSION

Without Commercial Air Service the Dubuque Regional Airport will lose millions of dollars a year in federal funding to maintain the airport facilities and runways. A current example of FAA AIP Program is Dubuque Regional Airport taxiway alpha construction project. Phased over 5 years, 2024-2028, estimated \$40 million project using FAA AIP entitlement and discretionary funding. The project is eligible for 90% federal (\$36 Million), 10% local (\$4 Million). With no commercial air service Dubuque Regional Airport could lose guaranteed entitlement and eligible discretionary funding.

I believe the results of the surveys of the business community and the general public clearly show support for commercial air service at the Dubuque Regional Airport. I also believe that past performance of enplanements at the airport and the number of people that fly out of the catchment area clearly shows that the goal of an average of 40 people a day flying out of the Dubuque Regional Airport is achievable.

As the city closed out the Fiscal Year 2025 budget year there is \$4.7 million available from the General Fund. In addition to this Minimum Revenue Guarantee, you will see there other expenditure recommendations on the October 6, 2025, City Council agenda based on resident and City Council input during the FY2026 budget process in April 2025. These funds can only be used for one-time expenditures.

The estimated cost to pay the Minimum Revenue Guarantee to Denver Air for the 6-month period from July 1, 2025, through December 31, 2025, is \$1.65 million.

The estimated cost to pay the Minimum Revenue Guarantee to Denver Air for the 6-month period from January 1, 2026, through June 30, 2026, is \$1.51 million.

The total for the 12 months of Fiscal Year 2026, July 1, 2025, through June 30, 2026, is \$3,164,396.

I would suggest that the city put out a challenge to the business community to provide \$750,000 of the Minimum Guarantee for Denver Air leaving the City of Dubuque responsible for \$2.4 million of the \$3.16 million.

The business community would have until December 10, 2025, to raise \$750,000 with the city providing a dollar-for-dollar match for each dollar raised up to \$750,000.

If the fundraising effort is successful, there would be sufficient funds to provide the Minimum Revenue Guarantee to Denver Air through June 30, 2026. If the fundraising effort came up short, that would decrease the number of months the Minimum Revenue Guarantee could be provided.

At the December 15, 2025, City Council Meeting, the City Council could review the amount of money raised from the business community, review current numbers on Denver Air enplanements and the actual demands on the MRG fund through that date to help determine how many more months it is anticipated that the MRG can be paid. That review will be especially important because of the 90-day notice requirement if the city is going to stop paying the MRG to Denver Air.

Not only will the business community be asked to contribute funds, but they would be asked to help with approaching the federal government to provide financial assistance to support commercial air service at Dubuque Regional Airport like they do for smaller airports across Iowa and across the United States.

ACTION TO BE TAKEN

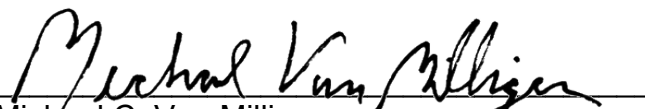
I respectfully recommend that the Mayor and City Council dedicate \$2.4 million to a Minimum Revenue Guarantee for Denver Air Commercial Air Service for the current fiscal year (FY26) through June 30, 2026, and an additional \$100,000 to the marketing of that service because the more people that fly the less time a minimum revenue guarantee will be required.

I further respectfully recommend that the Mayor and City Council put out a challenge to the business community to provide \$750,000 of the Minimum Revenue Guarantee for Denver Air.

The business community would have until December 10, 2025, to raise \$750,000 with the city providing a dollar-for-dollar match for each dollar raised up to \$750,000. I have contacted both the Greater Dubuque Development Corporation and the Dubuque Area Chamber of Commerce, and they say they accept this challenge.

Not only will the business community be asked to contribute funds, but they would be asked to help with approaching the federal government to provide financial assistance to support commercial air service at Dubuque Regional Airport like they do for smaller airports across Iowa and across the United States.

The Mayor and City Council could discuss during the April 2026 Fiscal Year 2027 (July 2026 – June 2027) budget process if there will be a budget allocation for a future Minimum Revenue Guarantee payment beyond June 30, 2026, if one is needed.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Todd Dalsing, Airport Director

Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Sunday, September 14, 2025 4:07 PM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #226843] (Contact City Council) - Dubuque, IA

Caution! This message was sent from outside your organization. Never give your login information and password over email! [Allow sender](#) | [Block sender](#) | [Report](#)

Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	226843
Date/Time	9/14/2025 4:07 PM
Type	Contact City Council
Address	2347 BEACON HILL DR, Dubuque
Origin	Website
Comments	Dear All, Firstly, thank you for your service to the City of Dubuque I encourage you to NOT further subsidize the current air service and consider other methods to make our city a viable departure/arrival airport. It has been obvious that this subsidizing is only a band-aid approach and the continuing competition of regional air service (CR, QC, & Madison) will continue to be a rival of Dubuque's and not a plan that's in the interests of the citizenry as a whole. I realize that most other cities in Iowa (Waterloo, Mason City)receive federal subsidies and Dubuque does not. To me the only alternative would be to contact Washington DC and/or the State of Iowa and pressure our elected leaders (Trump, Ernst, Grassley, Hinson, Reynolds) to get the Federal subsidies like other comparable cities have Geographically we admittedly are in a tough

position and I understand that , but to keep using hard earned local tax dollars to keep this thing going doesn't make sense.

If there's a surplus in the city budget it would benefit the community as a whole to invest in other improvements to our city.

Thanks for hearing me out.

Jim Prochaska

Submitter Prochaska, Jim
2478 Beacon Hill Dr
Dubuque, IA 52003
563-599-2665
jfprochaska@gmail.com

[View in QAlert](#)

Dubuque, IA

Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Wednesday, September 17, 2025 8:21 AM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #226909] (Contact City Council) - Dubuque, IA

Caution! This message was sent from outside your organization. Never give your login information and password over email!

[Allow sender](#) | [Block sender](#) | [Report](#)

Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	226909
Date/Time	9/17/2025 8:21 AM
Type	Contact City Council
Address	3095 LINDALE ST, Dubuque
Origin	Website
Comments	I FULLY support subsidizing the airport to retain flight services. It isn't only for businesses! The other options (other airports) to fly are not convenient or available for me. Perhaps putting a time limit to do so would appease some of the people? Thank you for all of the work you have put into this! Elaine Kray / Ward 2 / 563-556-8155
Submitter	Kray, Elaine 3095 Lindale St. Dubuque, IA 52001 563-556-8155 ejkray@aol.com

View in QAlert

Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Thursday, September 18, 2025 10:04 PM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #226967] (Contact City Council) - Dubuque, IA

Caution! This message was sent from outside your organization. Never give your login information and password over email!

[Allow sender](#) | [Block sender](#) | [Report](#)

Dubuque, IA

A new service request has been filed.

Service Request Details

ID 226967

Date/Time 9/18/2025 10:04 PM

Type Contact City Council

Address 3074 KANE CT, Dubuque

Origin Website

Comments I, strongly, do not support using tax dollars to fund the lack of support for Denver Air. We've gone through 2 major airlines and, after a hiatus, 2 government grants to attempt to have Air service. What does it take for you to realize that Dubuque cannot sustain Air service?? After American left and we didn't have Air service, those choosing to fly, found other avenues. May i say..family friendly and more options. It's obvious that even tourists can't fill the plane. You built it and they didn't come..by air. Mr Van Milligan is asking for \$1.6 million to start and then how much more?? Funding for the few isn't good city management. Please vote no!! Stop wasting tax dollars. I am using my address , for location, because this form doesn't accept the airport.

Submitter Zaber, Mary P
3074 Kane Ct.
Dubuque, IA 52001

563-599-1023
pzabes@gmail.com

[View in QAlert](#)

Dubuque, IA

Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Saturday, September 20, 2025 9:54 AM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #227000] (Contact City Council) - Dubuque, IA

Caution! This message was sent from outside your organization. Never give your login information and password over email!

[Allow sender](#) | [Block sender](#) | [Report](#)

Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	227000
Date/Time	9/20/2025 9:54 AM
Type	Contact City Council
Address	560 SUNSET RDG, Dubuque
Origin	Website
Comments	Esteemed Dubuque city council my name is Matt Mohr I'm a Southwest Airlines pilot. I graduated from the University of Dubuque in 1999. I have been in the industry since working for various businesses from mom and pop businesses to major airlines. I would like to weigh in on the airport funding issues. The DAC model is good for certain situations unfortunately the DBQ to ORD is not one of them. The DAC model can not be sustainable given the current structure of market. With the proliferation of business aircraft siphoning off some of the most profitable customers coupled with the high operational costs per seat of the EMB-145. DAC is one fuel spike away from cutting the route. The only model that would stand a chance at survival would be the use of the PC-12 aircraft in the 19 seat configuration. The airlines Boutique Air, Tradewinds, and Plane Sense use this model to great success in targeted markets. Coupled with opportunity to link the University of

Dubuque flight school to funnel pilots to the respective airlines. This would be one of the few businesses that would survive short of a major airline like United or American subsidizing the route again which I think we both know will probably not happen.

As it stands now what are we getting for the over one million dollar subsidy already being paid to airport. Adding another 1.6 million seems ludicrous. We need to increase revenue via building a new set of private aircraft hangars, increase rent for the corporate customers and reducing staff. In addition spinning off the FBO to a private entity. Dubuque air service should not be city employees.

Spending over 2.6 million to subsidize air service is not sustainable. That money buys a lot of bike lanes and dedicated trails or other amenities that more citizens can use. Esteemed council do the right thing, please consider taking a different path for all our citizens.

Submitter Mohr, Matt
Dubuque, IA
mdmohrair@me.com

[View in QAlert](#)

Dubuque, IA

Stephanie Valentine

From: Matthew Mohr <mdmohr@me.com>
Sent: Tuesday, September 30, 2025 11:07 AM
To: Todd Dalsing
Subject: Re: DBQ Air Service Reply

Caution! This message was sent from outside your organization. Never give your login information and password over email!

[Allow sender](#) | [Block sender](#) | [Report](#)

Hey Todd thanks for reaching with your very thoughtful and complete answers to the questions raised. I appreciate your time and effort responding to just an ordinary citizen thank you for that.

I hope the air service can supported and expanded in the near future. You do a great job providing a safe environment for aviation to exist in Dubuque. I appreciate your efforts.

Matt

On Sep 26, 2025, at 12:31, Todd Dalsing <tdalsing@cityofdubuque.org> wrote:

Matt,

Thank you for sharing your comment regarding daily scheduled commercial air service at Dubuque Regional Airport.

DBQ Air always appreciates creative thinking and are looking at every possible option for commercial air service into DBQ.

DBQ Air explored turboprop service at the outset. It was determined this was not the appropriate or desired air service type or level for the Dubuque Business and Residential Communities and reinforced per the business model and other considerations below.

1. While the business model is difficult on 50 seat jets, the business model on small turbo props ends up being net worse.
 1. These suggested aircraft have 9 seats, usually flying 8, not 19.
 2. The costs, from specific examples working both with Boutique and another regional operator, run 40-50% of the DAC 50-seat jets, while only offering 16% of the seats/capacity.
 3. Following, the turboprops operate with higher costs vs the capacity you are able to fill, and it is hard to drive fares on a turboprop.
 4. With this model, there is no ability to fully cover the costs or reach sustainability.

5. The end results, with a comparable service, have been paying approximately the same amount for 1/6 the passengers.
2. As quick notes on the suggested airlines:
 1. Boutique is nearly out of business, with three destinations left from more than 50 they had flown historically.
 2. Plane Sense is a charter/fractional ownership model, that does not have scheduled service or interline connectivity to a major carrier.
 3. Tradewinds does operate a couple scheduled routes in the Northeast and more in the islands, and we looked at them along with Cape Air and Southern in the early conversations but pursued connected jet service per the above.
3. As DBQ's costs and total subsidy stand, they are in fact lower than several other comparable markets, and in line with the norm post-covid. The initial investment period was covered by a Federal SCASD grant to note. MRGs have become much the norm for added service post-COVID.
4. We agree that this is not sustainable interminably and have discussed from the start that the current estimated time needed to develop sustained service is 2-3 years. This reflects the need to build the market, which is currently occurring with progression of the DAC flights.
5. Also not to miss the larger picture in the scope of the MRG costs, air service delivers directly back in multiples of economic impact on any money spent. This as an economic lever that will in turn help to develop and fund amenities and improve quality of life for residents.

Regards,

<image004.png>

Todd Dalsing

Airport Director, Dubuque Regional Airport

O: 563.589.4233 | C: 563.580.4669

10800 Airport Road | Dubuque, IA 52003-9555

[<image005.png>](#)

<image009.jpg>

<image003.gif>

<image006.png>

<image007.png>

<image008.png>

September 23, 2025

City of Dubuque
Mayor and
City Council Members
50 W. 13th Street
Dubuque, IA 52001

Dear Mayor and City Council Members,

On behalf of Clarke University, I am writing to convey our staunch support for continued Air Service at the Dubuque Regional Airport.

Clarke University brings students from over forty states and twenty-five countries. It is critical that Dubuque have Air Service to accommodate travel to and from campus for the start and end of the academic year as well as winter and spring breaks. Reliable Air Service is important for employees attending conferences and professional development opportunities, in addition to personal and family vacations. In short, having Air Service is a selling point in attracting students and employees to Clarke University and Dubuque.

Clarke University supports the City Manager's recommendation to utilize additional funds from the City of Dubuque FY25 budget to help offset the minimum revenue guarantee. Specifically, we ask for your support of the Denver Air Connection minimum revenue guarantee (MRG). This initiative-taking approach represents an investment in maintaining a strong Air Service option for Dubuque.

Thank you for your consideration.

Sincerely,



Fletcher Lamkin
President
Clarke University

Cottingham & Butler

800 Main Street | Dubuque, IA 52001
1.800.793.5235 | www.CottinghamButler.com

Dear Mayor, Council and City Manager,

In talking with many flyers taking advantage of the Denver Air Connection flight to Chicago, we hear them say the trip was flawless. The parking, the thoroughness and timing of security, the enjoyment of talking with friends in the waiting area all exceeded their expectations.

Sure, we've heard the complaints, delayed flights, luggage challenges, company expense software doesn't coordinate the way it should.... we know this, any time an issue or problem has been raised with Denver Air, it's been addressed when the issue was theirs, and satisfactorily explained when it wasn't. The customer service has been wonderful. And none of the issues justify not working together to build a strong and successful commercial air connection to Chicago.

Our community is at a crossroads. Either we support all the great work that's been done to date to bring successful commercial air travel back to Dubuque to fuel the amazing future ahead of our county and region or we don't.

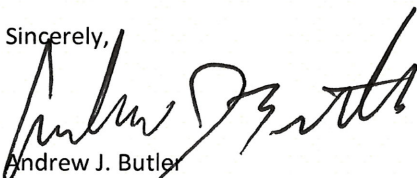
We side with growth and excitement and encourage all in our community to support funding the gap between the current passenger loads and the 80% capacity needed for continued flights. Not only does our community need this, we deserve it! Now is not the time to give up.

Successful commercial air travel to and from Dubuque is essential to the continued success of our community. So many incredible things are occurring now—The Field of Dreams, The Dubuque Museum of Art project, Schmidt Island, The University of Dubuque medical school, Wanderwood Gardens, new residential developments. The excitement is palpable, and our community is thinking about all the things that are possible! Viable commercial air service will further leverage our success as a community.

Denver Air has been an exceptional partner. By working together with the private sector, our community, county and region can ensure that all the hard work done to date will be the strongest foundation for an even better future.

Our ask is this, be an active and positive part of the solution. Commercial air service in Dubuque is only sustainable if people take advantage of the flights. Denver Air has been an incredible partner. GDDC, Dubuque Initiatives, The Dubuque Chamber of Commerce, Travel Dubuque, Dubuque Main Street and many of employers in Dubuque have been amazing partners to attract Denver Air. Long-term, the obligation is on us as travelers to fly Denver Air so the public support is no longer needed.

Sincerely,



Andrew J. Butler
Executive Chairman





Date: 9/25/2025

To: Dubuque Mayor & City Council OR TH Editorial Board

RE: Supporting the Long-Term Success of Daily Commercial Air Service at the Dubuque Regional Airport

OR

Re: A Call to Action for Daily Commercial Air Service at DBQ

On behalf of Crescent Community Health Center, I am writing to express our strong support for the City's investment in retaining and expanding daily commercial air service at the Dubuque Regional Airport (DBQ). We believe that consistent, reliable air travel is not a luxury but a necessity for our region's economic health and future growth. It is our position that we must apply all resources necessary to secure and protect this vital transportation infrastructure.

While current service offerings via Denver Air Connection to O'Hare have been a positive step in meeting our business and community access needs, ensuring long-term viability requires our committed and urgent action now. A thriving airport with daily flights is critical to our current and future success. More importantly, it is a key asset to our community's long-term growth and viability in numerous ways including talent attraction and retention, driving business growth, encouraging economic development, and supporting local prosperity.

Crescent is committed to prioritizing DBQ for our business travel whenever possible. We encourage our fellow business leaders, residents, and leisure travelers to do the same. By consistently filling seats on DBQ flights, we can collectively secure a strong, connected future for our region.

In this moment, we understand the financial challenges that exist in continuation of service versus the risk of losing it outright. The cost of losing this economic asset is a far greater threat to our future than the investment we make to keep it.

We support and thank you for your consideration in continued financial support for access to daily commercial air service from the Dubuque Regional Airport.

Sincerely,

Chad Wolbers

A handwritten signature in black ink, appearing to read "Chad Wolbers", with a stylized flourish at the end.

Chief Executive Officer

Crescent Community Health Center

CWolbers@crescentchc.org (563) 690-2860



Dubuque Mayor and City Council
City of Dubuque
50 W 13th Street
Dubuque, Iowa 52001

Friday September 12th, 2025

RE: Chamber Supports City Commitment for Denver Air MRG

Dear Mayor and Members of the City Council,

On behalf of the Dubuque Area Chamber of Commerce, I urge you to take decisive action to protect one of the most critical pillars of our community's economic future: daily commercial air service. Specifically, we ask for your support of the Denver Air Connection minimum revenue guarantee (MRG).

Securing and sustaining new air service is a multi-year endeavor. While the U.S. DOT Small Community Air Service Program Grant restored air service in the past year, those funds are now exhausted. Every major community partner has stepped forward, but without the City's commitment, the future of commercial air service in Dubuque is at risk. Unlike other Iowa cities, Dubuque must stand alone in this effort. There are no backup options, no other airlines waiting in line.

Air service is not a luxury—it is a necessity. It connects our residents and businesses to the global marketplace, influences where families choose to live and determines where companies invest and grow. The presence—or absence—of air service directly shapes our region's competitiveness, population growth, and quality of life.

History has shown us what happens when Dubuque is cut off from critical transportation infrastructure. When the interstate system bypassed our city in the 1950s, the economic fallout culminated in the downturn of the 1980s. We cannot afford to repeat that mistake.

This is about more than flights; it is about safeguarding Dubuque's future. We ask you to protect our economy, our residents' quality of life, and the amenities essential to attract talent and investment by supporting the Denver Air Connection MRG.

Respectfully,

A handwritten signature in cursive script that reads "Molly Grover".

Molly Grover, President & CEO
Dubuque Area Chamber of Commerce

September 11, 2025



Mayor Cavanagh and Members of the City Council
Dubuque City Hall
50 W 13th Street
Dubuque, IA 52001

Dear Mayor Cavanagh and Members of the City Council,

The future competitiveness of Dubuque is on the line. Without commercial air service our community cannot hope to reach its full potential.

Every other regional airport of our size in Iowa receives support from Federal Essential Air Service (EAS). Nearly \$29 million in total. Dubuque alone has been denied that support, putting us at a crippling disadvantage through no fault of our own. While peers in Burlington, Fort Dodge, Mason City, Sioux City and Waterloo move forward with federal help we stand alone, dependent on one another to ensure commercial air service. Dubuque is left to compete with one arm tied behind our back.

The only path forward is to provide a revenue guarantee to Denver Air. Without this unfortunate reality Dubuque risks being permanently disconnected from the national economy. Businesses will choose to expand elsewhere, visitors and conventions will bypass us, talented professionals will look to communities with the connectivity they and their families require.

Please know that the non-profit sector is also doing its part. Greater Dubuque Development, in partnership with Dubuque Initiatives (DI) has launched a voucher program funded by DI to directly increase enplanements. Between August 11th and September 30th every ticket purchased for a round trip to or from Dubuque is eligible for a \$100 voucher. To date more than \$20,000 in vouchers have been distributed and the requests are growing by the hour. The mission is clear; boost ridership, reduce the need for revenue guarantees and demonstrate that this service can succeed.

But without a revenue guarantee from The City those efforts will not be enough. This is not a matter of convenience it is a matter of economic survival and future prosperity. A revenue guarantee is not a subsidy; it is an investment. It buys us the time we need until federal financial support is secured and routes from Dubuque become profitable. Without it we will never reach our full potential. I urge your favorable consideration of this matter.

In your service,

A handwritten signature in black ink, appearing to read 'Rick Dickinson', written in a cursive style.

Rick Dickinson
President & CEO



September 15, 2025

Mayor Brad M. Cavanaugh
Dubuque City Council Members
50 W. 13th Street
Dubuque, IA 52001

Dear Mayor Cavanaugh and Members of the City Council:

On behalf of Loras College and our students, faculty, staff, parents, and alumni, I am writing to convey our strong support for continued air service at the Dubuque Regional Airport via the minimum revenue guarantee to Denver Air Connection.

For a regional institution like Loras with students, parents, faculty, alumni, and partners from across the country and around the world, daily commercial air service provides daily connectivity that supports:

- Student recruitment & retention
- Faculty & staff recruitment & retention
- Retention of talent in the Dubuque community upon degree completion
- Alumni & donor engagement
- Strategic partnerships with other regional and national institutions
- Academic and athletic travel
- Enhanced institutional visibility and accessibility

Loras College is proud to be a committed partner in strengthening the Dubuque community. We appreciate the City's leadership on this critical issue and encourage your continued support. While we understand the financial considerations involved, we believe that your support is a smart investment in Dubuque's continued success. Maintaining air service is not just about convenience, it is about positioning Dubuque as a connected city that is prepared to meet the needs of its residents, businesses, and institutions like Loras.

Sincerely,

Michael H. Doyle, J.D. ('91)
President



September 11, 2025

City of Dubuque
City Council Members
50 W. 13th Street
Dubuque, IA 52001

Dear City Council Members,

On behalf of Travel Dubuque, I am writing to convey our strong support for Air Service at the Dubuque Regional Airport.

Travel Dubuque is dedicated to leading tourism destination promotion and development to enhance and expand the Dubuque Area experience. With over 2 million visitors and 314 million in economic impact annually, the tourism industry is an integral component in the development and continued prosperity of the Dubuque region. We recognize how vital reliable air service is to our community, not only for visitors, but also for businesses, residents, and the overall economic health of our area.

We also want to express our support for the City Manager's recommendation to utilize additional funds from the FY25 budget to help offset the minimum revenue guarantee. This proactive approach represents an investment in maintaining a strong air service option for Dubuque and reinforces the City's commitment to ensuring our community remains a vibrant, connected destination for both residents and visitors.

Sincerely,

A handwritten signature in dark ink, appearing to read "Keith Rahe", written in a cursive style.

Keith Rahe, President + CEO
Travel Dubuque

15 September 2025

Mayor Brad Cavanagh and Dubuque City Council
City Hall
50 West 13th Street
Dubuque, Iowa 52001

Dear Mayor Cavanagh and Members of the City Council,

Local air service currently provides our community easy access to the rest of the country—plain and simple. The effort to retain local air service with Denver Air is a vital and necessary step to continue our success as a community of choice for residents, for local businesses, for regional industries, and for literally thousands of undergraduate and graduate students who come here each year to earn a degree and learn about all that Dubuque has to offer them. By supporting our current partnership with Denver Air, we strengthen Dubuque’s competitiveness as a place to learn, work, and live, while opening doors for residents, businesses, industries, and visitors alike.

The city’s current relationship with Denver Air is, as I understand it, a step in the right direction toward establishing a stronger, more sustainable foundation for commercial air travel here in Dubuque. This partnership creates the opportunity for attracting additional travel options, potentially drawing more service providers, and ultimately offering a wider variety of travel times at affordable, competitive prices. Now is not the time to lose ground in this strategic effort to establish local air service for our community.

For higher education, air service is especially critical. Dubuque’s colleges and universities bring thousands of students to the city each year. Many of our students—and the faculty, staff, and coaches who guide them—come from across the United States. Without air access, the ability to recruit and retain this talent is significantly limited. Our ability to offer convenient and accessible air service for our students and their families is essential for colleges and universities in Dubuque to thrive.

The reality of the “demographic cliff” often discussed in higher education circles (*i.e.*, the national decline in the number of college-aged students) means our local universities must reach farther to bring students to Dubuque. Air service helps us do just that. Without local air service, it becomes more difficult to recruit and retain students for our academic programs and our athletic teams. Dubuque must remain directly connected to the rest of the country by air.

The importance of connectivity extends beyond the education industry. Dubuque was recently named by *The Wall Street Journal* as one of the best places to visit in the United States. Visitors, tourists, trade shows, conventions, and businesses need confidence that Dubuque is accessible. For employers, reliable air service is essential to recruit and retain talent and to connect with clients, suppliers, and investors across the country. Local industries, from manufacturing and agriculture to healthcare and technology, depend on strong transportation links to remain competitive in a national and global marketplace. Supporting air service is not a subsidy; it is an investment in the long-term growth and vitality of our region.

Denver Air provides us with a path forward. Now is the time to support this initiative and ensure Dubuque remains a vibrant, connected city where rural meets urban, local meets global, and opportunity meets innovation.

Sincerely,



Dr. Travis L. Frampton, Ph.D.

President

University of Dubuque

Commercial Air Service and Minimum Revenue Guarantee Update



INTRODUCTION

During annual goal-setting in 2022, 2023, and 2024, commercial air service was identified as a top priority for the community.

To achieve this priority a minimum revenue guarantee (MRG) is needed. A MRG is an agreement whereby a municipality guarantees an airline a certain amount of revenue for new or expanded air service.

MRGs ensure that an air carrier receives a predetermined amount of revenue, regardless of actual ticket sales. This support is provided to encourage the carrier to start or maintain service, with the duration of MRG funds depending on factors like load factors, ticket revenues, and carrier expenses.

By fostering new or expanded air service, MRGs help support local economies by supporting local business, leisure travelers and attracting tourism and visitors, who then spend money at local hotels, restaurants, and attractions.

BACKGROUND

Prior to the COVID pandemic, DBQ offered three flights a day to Chicago (ORD) on American Airlines.

In calendar year 2019 (pre-COVID), FAA enplanement reported 36,521 passengers flew from DBQ to ORD as their destination or connection, on three flights daily. During that same year, the US DOT Origination & Destination (O&D) report showed an average of 99 passengers flew from DBQ to ORD daily

After the pandemic hit, American Airlines began flight reductions in late calendar year 2020.

In response to the pandemic's impact on travel, air carriers received federal relief funding in an attempt to retain service to national markets. After federal relief funding ran out, American Airlines announced they were suspending service to DBQ starting September 7, 2022, citing national pilot shortage.



As a result of the loss of daily scheduled air service, DBQ Air was formed.

- Brad Cavanagh, Mayor, City of Dubuque
- Harley Pothoff, Supervisor, Dubuque County
- Molly Grover, President and CEO, Chamber of Commerce
- Keith Rahe, President and CEO, Travel Dubuque
- Anthony Williams, President and CEO, Q Casino
- Jason White, Vice President of Business Services, Greater Dubuque Development Corporation
- Mary Ann Kurtz Weber, Vice Chair, Airport Commission
- Todd Dalsing, Airport Director, Dubuque Airport



DBQ Air applied for a “refreshed” Small Community Air Service Development (SCASD) grant, increasing federal participation from \$775,000 to \$1,500,000. The SCASD program is designed to help small communities address air service issues. SCASD can involve revenue guarantees, financial assistance for marketing programs, start-up costs, and studies. The strategic plan includes the restoration of nonstop daily scheduled service to a hub to improve regional connections.

DBQ Air, working with DBQ Air Service Consultant Matt Skinner, began meeting weekly to restore daily scheduled service. Several months of efforts and meetings with mainline and regional carriers resulted in an option to restore daily service starting with afternoon flights to ORD on Denver Air Connection utilizing an ERJ145 regional jet (50 Seat).

Utilizing SCASD and FAA Air Carrier Incentive Program, Denver Air began service on November 4, 2024, featuring interline agreements with United and American to hundreds of connections beyond ORD. Initial agreement ended April 30, 2025 with 6-month extensions (May 1 – Oct 31 & Nov 1- April 30) and a 60-day clause to pause service.

OVERCOMING CHALLENGES

Dubuque has overcome several challenges prior to and since the return of commercial air service in November 2024.

- No Commercial Air Service at DBQ for 2 Years:**

It has been a challenge to introduce a new service to the market and break travel habits formed during the two-year absence of commercial air service.

- Launching New Service in November:**

Nationally, November through February are lower passenger travel months.

- Afternoon Flight Time:**

Although the afternoon flight time was the only option available to restore service at DBQ, This challenge eventually led to DBQ Air working with Denver Air and ORD to adjust the flight schedule to an AM departure and PM arrival which started May 16, 2025.

- Construction at O'Hare:**

After the announcement of the new service, ORD advised Denver Air of construction in Terminal L, which impacted jet bridge and gate service. Denver Air's only option was remote aircraft parking and utilizing a bus to transport passengers to and from the terminal. Mayor Cavanagh and Denver Air petitioned ORD's gate director and ultimately restored operations and jet bridge service at Gate G21.

- No Other Federal or State Funding Options Available:**

DBQ Air, City of Dubuque, Dubuque County and partners continue to advocate with federal and state legislators for options to be added to existing programs such as Essential Air Service, altering SCASD language, or starting a new program that would assist airports similar to DBQ.

- Mainline Air Carriers (American, United, Delta, Southwest):**

Mayor met with American and was told adding regional markets like Dubuque is not in their plans. They will continue to rely on regional carriers to supply passengers to mainline airports. Matt Skinner, Dubuque Air Service Consultant, regularly meets with all mainline carriers who convey the same message.

- Competing Regional Airports:**

Cedar Rapids (CID), Madison (MSN), and Moline (MLI) are all competing for passengers and marketing their service in the Dubuque Regional Airport catchment area.

SURVEYS

December 2023, prior to pursuing daily scheduled air service a survey was part of a study to provide a detailed understanding of the want and need for commercial air service among a variety of stakeholders and regional users

Employers: 228 Responses and 28 of those in person interviews

- Strong support. Most employers (73%) support efforts to attract DBQ air service, recognizing it might require financial guarantees.
- Financial support. Most employers (69%) also support the use of City and/or County funds to attract air service with voluntary private funding efforts, 51% support with 29% neutral.
- Desired service. Chicago O'Hare is by far the leading choice for new hub airport service, followed by Dallas, Denver, and Minneapolis.
- Willingness to Use. Employers estimate that they would be willing to spend an average of \$142 more for a round-trip flight from DBQ as compared to a similar flight from Chicago-O'Hare.
- Economic Impacts of air service expansion:
 - Two-thirds (68%) expect a positive impact on their business.
 - Almost all (95%) expect a positive impact on the greater Dubuque area economy.

Residents: More than 8,000 responses

- Strong Support. The vast majority (91%) of respondents strongly (78%) or somewhat (13%) support efforts to attract DBQ air service.
- Willingness to use. The vast majority (86%) of respondents would definitely (68%) or probably (18%) consider using DBQ if air service were expanded to a major hub airport.
- Desired service. Chicago O'Hare is the leading choice for new hub airport service, followed by Denver, Dallas, Minneapolis, and Atlanta.
- Impacts of DBQ air service expansion.
 - 84% expect a positive impact on their household.
 - Almost all (97%) expect a positive impact on the greater Dubuque area economy.

Traveler Survey

July 2025 a survey targeted travelers flying through DBQ clearly indicate that people who use the service have a positive experience.

As of September 4, over 80 passengers have completed the survey.

- 85% rate their experience at the airport at excellent and 10% rate is as good
- 90% are very likely to recommend the airport to friends, family, or colleagues
- 95% are very likely or somewhat likely to use the airport in the future
- 60% of respondents were leisure travelers, 30% were business travelers and 10% were a combination of business and leisure

POPULATION GROWTH

According to the 2024 US Census Bureau’s population estimates Dubuque County is approaching 100,000. Only seven counties in the state of Iowa showed a population increase of more than 900 people from 2020-2024. Local commercial air service is needed in growing communities.

Daily commercial air service also provides a conduit to national and international students attending higher education in the tristate area:

<u>Higher Education</u>	<u>Approximate Student Population</u>
•Loras College	1,600
•Clarke University	1,200
•University of Dubuque	2,190
•Emmaus Bible College	206
•Wartburg Theological Seminary	193
•Divine Word College	61
•University Wisconsin Platteville	6,696

ECONOMIC DEVELOPMENT

Since July 1, 2022, Greater Dubuque Development Corporation reports there has been over \$805 million in new construction in Dubuque County with businesses creating approximately 1,000 jobs.

The continuation of local commercial air service is important to major projects already in the works, such as:

- John and Alice Butler College of Medicine:** University of Dubuque officials plan to open the college in downtown Dubuque in August 2028 and grow enrollment to about 180 students per class by 2030, eventually reaching 200 students per class for a total enrollment of 400. Air service will be critical to recruiting and retaining students, faculty, and staff from around the country and around the world.

- Field of Dreams:** The over \$80 million Field of Dreams project and all the visitors it is already bringing and will bring to the area. This year, over 600 teams from 28 states have played or will play games in Dubuque County, with events such as skills camps taking place at the field of Dreams movie site. In the near future, FOD officials hope to welcome more than 1,000 teams per year thanks to the new fields.

- Expansion of the University of Dubuque Aviation Pilot Program:** UD is growing the program from 350 enrolled students to 500+. Currently UD is constructing a new hangar, flight center, apron and parking.

- New and Expanded Amenities and Attractions:** A new Dubuque Museum of Art; development of Wanderwood Children's Gardens; the over \$100 million Chaplain Schmitt Island Development Plan, and numerous commercial, hotel, and housing projects under construction.

Air service is imperative to keep this momentum moving forward and is an expected service in a growing community, no different than high-speed internet, available land for growth, utilities, ground transportation and recreational space.

FUNDING UPDATE

Air service is critically important to a local economy by enabling business travel and connectivity, facilitating global market access, boosting tourism, creating jobs directly and indirectly through various sectors, and supporting the relocation of businesses and professionals by providing vital links to the transportation network.

Using numbers based on the 2022 Iowa Airport Economic Impact Study, 2025 commercial air service is estimated to generate nearly \$19 million in economic benefit for Dubuque/Dubuque County.

DBQ/DAC Commercial Passengers: 2025 Estimated Economic Impact			
<u>2025 Est Passengers</u>	<u>2022 Econ Output Per Passenger</u>	<u>Inflation 2022-25</u>	<u>2025 Economic Impact</u>
7,637	\$2,201	1.13	\$18,994,212



98%

Flight Completion Rate

94%

On-Time Flights

Fly

D

B

Q

DUBUQUE REGIONAL AIRPORT

Outside of the DOT Small Community Air Service Development (SCASD) Program, there are very few incentives or funding mechanisms available for DBQ to attract and retain air service.

Essential Air Service (EAS) Program

Managed by the U.S. DOT, the EAS program currently subsidizes air carriers to serve approximately 60 communities in Alaska and 115 communities in the lower 48 contiguous states. Requirements for receiving EAS funding for communities were set in the Airline Deregulation Act of 1978.

The FAA Modernization and Reform Act of 2012 provided the wording, “to remain EAS-eligible, communities must have participated in the EAS program at some time between September 30, 2010, and September 30, 2011.”

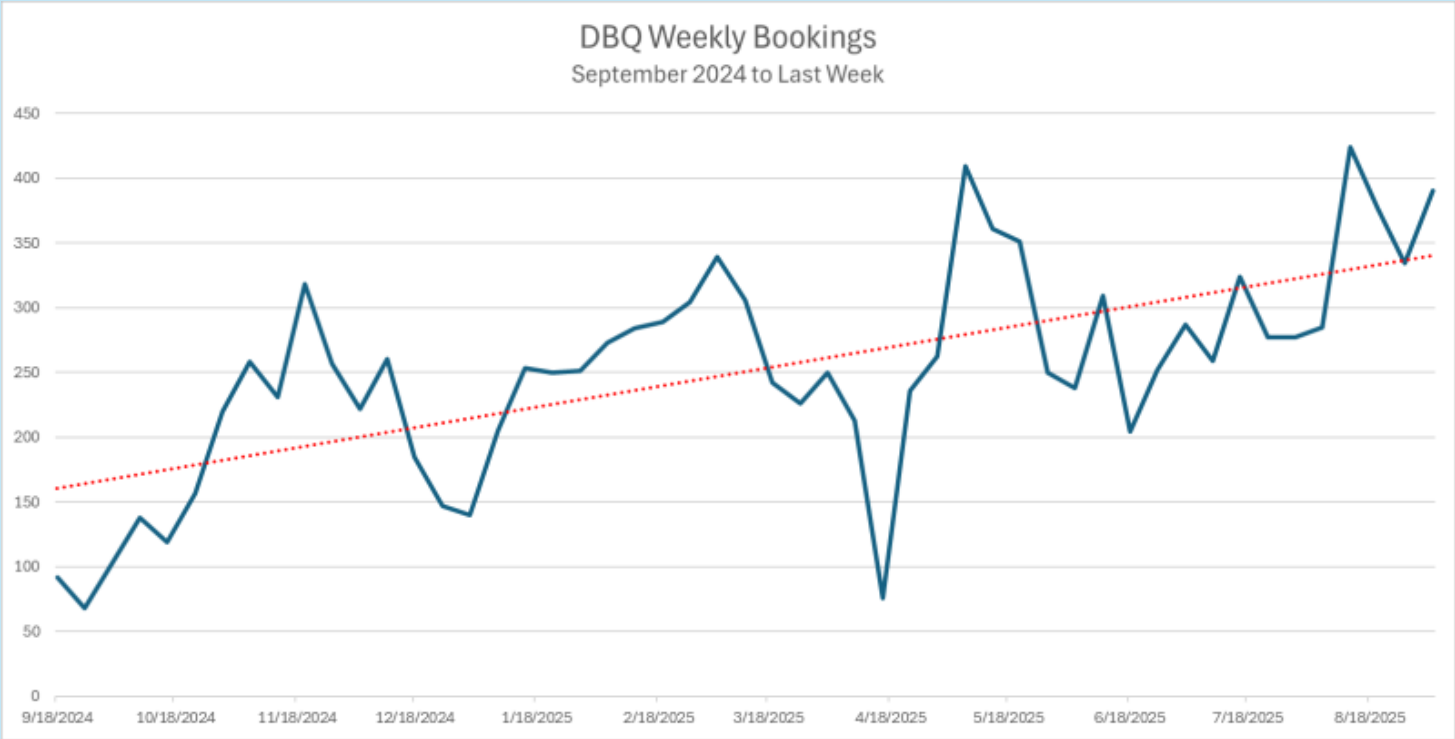
Unlike other like-sized Iowa communities DBQ was not participating in the EAS because air service at the time was self supporting and did not need to be subsidized, therefore DBQ is currently not eligible for EAS under current DOT guidelines.

Following Iowa commercial airports were participating in the specified time frame and currently receiving EAS funding (CY 2024):

•Waterloo ALO	\$7.4 Million
•Sioux City SUX	\$5.3 Million
•Fort Dodge FOD	\$6.4 Million
•Mason City MSW	\$6.5 Million
•Burlington BRL	\$3.5 Million

The objective from the start of any service is to reach a load factor and ticket price that sustains air service long-term without an MRG.

The morning departure and evening arrival schedule has been well received by business and leisure travelers. Enplanements continue to grow and are trending positively with DBQ currently averaging 50% load factors.



In order to achieve self-sufficiency, DBQ Air Service Consultant estimates that Denver Air must attain an average load factor of 80%. To achieve the remaining 30%, an increase of 15 passengers per flight on the current 50-seat aircraft will be necessary. Given DBQ's historical average of around 100 passengers daily prior to the Covid pandemic, this target is attainable.

Following provides financial account for the DOT Small Community Air Service Development Program (SCASDP) Minimum Revenue Guarantee (MRG) to date and estimated expenses for maintaining air service.

SCASD Program used for Minimum Revenue Guarantee (MRG)

SCASD Funding Breakdown:

DOT	\$1,500,000
City of Dubuque	\$ 150,000
Dubuque Chamber	\$ 100,000
GDDC	\$ 50,000
Dubuque County	\$ 50,000
Travel Dubuque	\$ 50,000
Airport	\$ 40,000
IA DOT of Aviation	<u>\$ 25,000</u>
	\$1,965,000 Cash
In-Kind Contributions	\$ 70,195 Media vendors match
Airport Incentive Program	<u>\$ 27,086</u> Airport fees waived
Total	\$ 2,062,281

Funding Payments

	Invoice Total	Funding Source
November 2024	\$276,608.03	SCASD Grant
December 2024	\$260,321.95	SCASD Grant
January 2025	\$361,762.02	SCASD Grant
February 2025	\$326,687.00	SCASD Grant
March 2025	\$312,362.41	SCASD Grant
April 2025	\$333,773.15	SCASD Grant
May 2025	\$363,468.77	\$28,485.44 SCASD Grant Balance and \$334,983.33 Travel Dubuque Funding
June 2025	\$282,811.29	\$165,015.67 Travel Dubuque Funding and \$117,795.62 Economic Development Revenue Guarantee
ADDITIONAL FUNDING NEEDED		
July 2025 (5 Weeks)	\$325,015.06	TBD
August 2025	\$249,704.00 EST.	TBD
September 2025	\$243,824.00 EST.	TBD
October 2025 (5 Weeks)	\$323,155.00 EST.	TBD
November 2025	\$270,424.00 EST.	TBD
December 2025	\$229,824.00 EST.	TBD

Additional Funding Sources and Incentives Utilized to Date:

- Travel Dubuque Board contributed \$500,000 to support the MRG in August 2025
- Chamber \$50,000 in marketing over two years + \$15,000 in kind.
- Telegraph Herald matched Chamber \$15,000 in kind
- Dubuque Initiatives committed up to \$200,000 for a \$100 Airfare Rebate Program for travelers who purchase round-trip airfare tickets between August 11 and September 30, 2025.
- The Dubuque Airport Commission waived annual rates and charges to DAC according to FAA Air Carrier Incentive Program. DBQ also provides discounted ground handling, fuel fees, consultant and marketing costs.
- The Hilton/ Q Casino provides a discounted hotel rate for DAC crew.
- The Dubuque Racing Association awarded a \$100,000 Mission Grant toward marketing.
- The Dubuque Racing Association also awarded a 2-year \$40,000 Core Grant toward MRG.

Denver Air Connections Incentive Programs:

- Mile High Elite Rewards: One point per flight purchased. Six points earns a one-way reward ticket to any Denver Air Connection destination.
- Denver Air Connection's Corporate Discount Program allows businesses and organizations that travel frequently the opportunity to receive a discount on Denver Air. Eligible businesses can receive up to 20% off all Denver Air fares for their first year in the program.





**Commercial Air Service
and
Minimum Revenue Guarantee
Update
October 6, 2025**



AIRPORT CATCHMENT AREA

An airport catchment area, or service area, is a geographic area surrounding an airport where it can reasonably expect to draw passenger traffic and is representative of the local market. The catchment area contains the population of travelers who should use DBQ considering the drive time from the catchment area to competing airports. This population of travelers is DBQ's focus market for air service improvements and represents the majority of travelers using the local airport. **Exhibit 3.1** identifies the DBQ catchment area.

EXHIBIT 3.1 DBQ CATCHMENT AREA

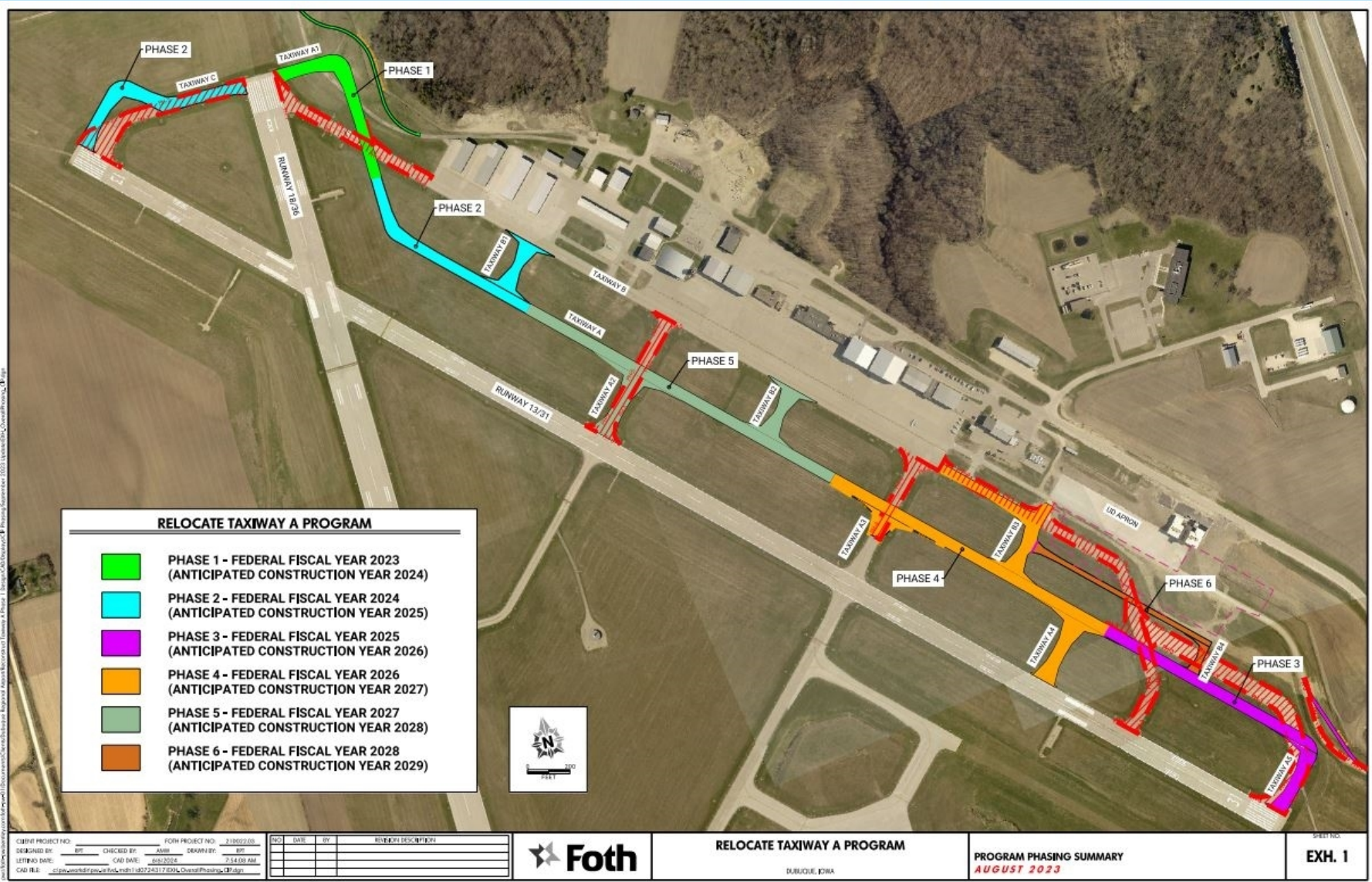


According to 2022 Mead and Hunt Study using Global Distribution System and Airline data there are 176,498 passengers in Dubuque Catchment area (Approximately 30-40 minutes from Dubuque). Passenger demand each way (PDEW) data indicate approximately 505 passengers fly out of an airport to a destination from Dubuque catchment area daily.

Direct Benefits to Dubuque Regional Airport

1. Federal Aviation Administration (FAA) Airport Improvement Program (AIP) eligibility:
 - Commercial Airports that have greater than 10,000 enplanements - receive \$1,300,000/year entitlement + discretionary funding.
 - Commercial Airports which have less than 10,000 enplanements – receive funding based on an escalating scale based on enplanements + discretionary funding.
 - For example, $\frac{1}{2}$ of 10,000 or 5,000 enplanements = \$650,000 entitlement.
 - DBQ is on track to reach 7,000 + enplanements for calendar year 2025.
 - Commercial airports with no scheduled commercial air service, also known as General Aviation Airports, receive little if any AIP or discretionary funding.

Current DBQ Project Example: Taxiway Alpha



Phased over 5 years, 2024-2028, estimated \$40 million project using FAA AIP entitlement and discretionary funding. The project is eligible is 90% federal (\$36 Million), 10% local (\$4 Million)

Phase 1 **Green** = Complete
Phase 2 **Blue** = In Progress
Phase 3 **Purple** = Received Go letter from FAA to bid next year.
Phase 4 and 5 = TBD

Direct Benefits to Dubuque Regional Airport - Continued

2. Passenger Facility Charge

DBQ Airport received \$4.39 passenger facility charge (PFC) for each passenger enplaned.
DBQ FAA approved PFC Plan is dedicated to Airport Improvement Program projects to pay toward annual debt service on local 10% match.

Estimating ERJ 145, 50 seat aircraft, 80% load factor:
 $40 \times 7 \times 52 = 14,560 \text{ pax} \times \$4.39 \text{ PFC} = \$63,918 \text{ annual}$

3. Direct Job Retention at Dubuque Regional Airport

Terminal Employees			
Ground Handling	2 FT, 10 PT	=	12
TSA	5 FT, 5 PT	=	10
Avis	1 FT, 1 PT	=	2
Bag Service	1FT	=	<u>1</u>
Total		=	25

Add restaurant employees with sustained service.
Does not include secondary service.



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Commercial Air Service Minimum Revenue Guarantee

DATE: September 11, 2025

INTRODUCTION

During annual goal-setting sessions in 2022, 2023, and 2024, you identified commercial air service as a top priority for the community. The purpose of this memorandum is to provide an update on efforts related to that priority and to request your approval to commit additional funds for the minimum revenue guarantee needed to maintain the existing daily commercial air service at the Dubuque Regional Airport.

In commercial air service, a minimum revenue guarantee (MRG) is an agreement whereby a municipality or airport operator guarantees an airline a certain amount of revenue for a new, established, or expanded air route. If the airline's actual revenue from that service falls short of the guaranteed amount during a defined period, the local entity pays the airline the difference, reducing the airline's financial risk and encouraging new service or competition. MRGs ensure that an air carrier receives a predetermined amount of revenue, regardless of actual ticket sales. This support is provided to encourage the carrier to start or maintain service, with the duration of MRG funds depending on factors like load factors, ticket revenues, and carrier expenses. By fostering new or expanded air service, MRGs help support local economies by supporting local business and leisure travelers and attracting tourism and visitors, who then spend money at local hotels, restaurants, and attractions.

BACKGROUND

Prior to the COVID pandemic, Dubuque offered daily commercial air service with three flights a day to Chicago (O'Hare) on American Airlines, destination charters on Sun Country Airlines to Biloxi and Laughlin, and private charters (examples: Honor Flight, MLB, VIP) operating out of the Captain Robert L. Martin Terminal.

In calendar year 2019 (pre-COVID), FAA enplanements reported 36,521 passengers flew from Dubuque to O'Hare as their destination or connection, on three flights daily. During that same year, the US DOT Origination & Destination (O&D) report showed an average of 99 passengers flew from Dubuque to O'Hare daily and a total of 73,184 outbound and inbound total passengers.

After the pandemic hit, American Airlines began flight reductions in late calendar year 2020. In response to the pandemic's impact on travel, air carriers received federal relief funding in an attempt to retain service to national markets. After federal relief funding ran out, American Airlines announced in June 2022 they were suspending service to Dubuque starting September 7, 2022, citing the national pilot shortage.

As a result of the loss of daily scheduled air service, a Commercial Air Service Team (CAST) was formed and eventually evolved into a 501(c)6 not for profit, DBQ Air, with board members combined from private public organizations:

- Brad Cavanagh, Mayor, City of Dubuque
- Harley Pothoff, Supervisor, Dubuque County
- Molly Grover, President and CEO, Chamber of Commerce
- Keith Rahe, President and CEO, Travel Dubuque
- Anthony Williams, President and CEO, Q Casino
- Jason White, Vice President of Business Services, Greater Dubuque Development Corporation
- Mary Ann Kurtz Weber, Vice Chair, Airport Commission
- Todd Dalsing, Airport Director, Dubuque Airport

DBQ Air applied for a “refreshed” Small Community Air Service Development (SCASD) grant, increasing federal participation from \$775,000 to \$1,500,000. The DOT approved the grant, and the Airport Commission executed the grant on November 7, 2023. The SCASD program is designed to help small communities address air service issues. SCASD can involve revenue guarantees, financial assistance for marketing programs, start-up costs, and studies. The strategic plan includes the restoration of nonstop daily scheduled service to a hub and to improve regional connections to the nation and world for business and leisure travelers.

DBQ Air, working with DBQ Air Service Consultant Matt Skinner from Global Flights, began meeting weekly to restore daily scheduled service and explore additional service. Several months of efforts and meetings with mainline and regional carriers resulted in an option to restore daily service starting with afternoon flights to O'Hare on Denver Air Connection utilizing an ERJ145 aircraft (50 Seat).

Utilizing the SCASD grant and FAA Air Carrier Incentive Program (which includes fee reduction, fee waiver, or use of airport revenue for acceptable promotional costs, where the purpose is to encourage an air carrier to start or increase service), Denver Air began service on November 4, 2024, featuring interline agreements with United and American for hundreds of convenient connections beyond O'Hare.

Overcoming Challenges

Dubuque has overcome several challenges prior to and since the restoration of commercial air service in November 2024.

- **No Commercial Air Service at Dubuque for 2 Years:**
It has been a challenge to introduce a new service to the market and break travel habits formed during the two-year absence of local, commercial air service.
- **Launching New Service in November:**

Nationally, November through February are low passenger travel months.

- **Afternoon Flight Time:**

Although the afternoon flight time was the only option available to restore service at Dubuque, businesses expressed concerns that the afternoon flight was not ideal for business travel. Many noted this schedule would require them to incur an additional night of travel. (The afternoon flight and November start were the only option at time of negotiations). This challenge eventually led to Dubuque Air working with Denver Air and O'Hare to adjust the flight schedule to an AM departure and PM arrival which started May 16, 2025.

- **Construction at O'Hare:**

After the announcement of the new service, O'Hare advised Denver Air of construction in Terminal L, which impacted jet bridge and gate service for all Dubuque passengers. Denver Air's only option was remote aircraft parking and utilizing a bus to transport passengers to and from the terminal from November to early May. Mayor Cavanagh and Denver Air petitioned O'Hare's gate director and ultimately restored gate operations and jet bridge service at Gate G2. The first departure from O'Hare's gate was May 15, 2025.

- **No Other Federal or State Funding Options Available:**

Dubuque Air and Dubuque and Dubuque County elected officials have unsuccessfully advocated with federal and state legislators for options to be added to existing programs such as Essential Air Service, altering SCASD language, or starting a new program that would assist airports similar to Dubuque.

- **Mainline Air Carriers (American, United, Delta, Southwest):**

A City official met with American and was told adding regional markets like Dubuque is not in their plans. They will continue to rely on regional carriers to supply passengers to mainline airports. Matt Skinner, Dubuque Air Service Consultant, also regularly meets with all mainline carriers who have conveyed the same message.

- **Competing Regional Airports:**

Cedar Rapids (CID), Madison (MSN), and Moline (MLI) are all competing for passengers and marketing their service in the Dubuque Regional Airport catchment area.

SURVEYS

December 2023, prior to pursuing daily scheduled air service a survey was part of a broader study effort to provide a detailed understanding of the want and need for commercial air service at the Dubuque Regional Airport, among a variety of stakeholders and regional users. The results of the study are intended to provide information for purposes of air planning, air service and airport development, overall economic planning and development, transit forecasting and development, and partnerships and participation in a variety of multi-community and regional efforts.

Employer & Resident Surveys

Employers: 228 Responses and 28 interviews

- Strong support. Most employers (73%) support efforts to attract Dubuque air service, recognizing it might require financial guarantees.

- Financial support. Most employers (69%) also support the use of City and/or County funds to attract air service, while with voluntary private funding efforts, 51% support with 29% neutral.
- Desired service. Chicago O'Hare is by far the leading choice for new hub airport service, followed by Dallas, Denver, and Minneapolis.
- Willingness to Use. Employers estimate that they would be willing to spend an average of \$142 more for a round-trip flight from Dubuque as compared to a similar flight from Chicago-O'Hare.
- Economic Impacts of air service expansion:
 - Two-thirds (68%) expect a positive impact on their business.
 - Almost all (95%) expect a positive impact on the greater Dubuque area economy.

Residents: More than 8,000 responses

- Strong Support. The vast majority (91%) of respondents strongly (78%) or somewhat (13%) support efforts to attract Dubuque air service.
- Willingness to use. The vast majority (86%) of respondents would definitely (68%) or probably (18%) consider using Dubuque if air service were expanded to a major hub airport.
- Desired service. Chicago O'Hare is by far the leading choice for new hub airport service, followed by Denver, Dallas, Minneapolis, and Atlanta.
- Impacts of Dubuque air service expansion.
 - 84% expect a positive impact on their household.
 - Almost all (97%) expect a positive impact on the greater Dubuque area economy.

July 2025 results from a survey targeted toward travelers flying through Dubuque clearly indicate that people who use the service have a positive experience. As of September 4, over 80 people have completed the survey. Here are some key results:

- 85% rate their experience at the airport at excellent and 10% rate is as good
- 90% are very likely to recommend the airport to friends, family, or colleagues
- 95% are very likely or somewhat likely to use the airport in the future
- 60% of respondents were leisure travelers, 30% were business travelers and 10% were a combination of business and leisure

Population Growth

The Tri-State region's economy and population are growing, commercial air service at the Dubuque Regional Airport is critical to continued growth.

According to the US Census Bureau's Vintage 2024 population estimates, for the first time in history, the population of Dubuque County is approaching 100,000. The city of Dubuque, home to nearly 60% of Dubuque County's total population and the location where most residents within 50 miles work, shop, and recreate, is a major driver and beneficiary of this milestone. Only 30 of the 99 counties in the state of Iowa grew in population from 2010-2020, and only eight of those grew by more than 5,000 people. Of those eight counties that grew by more than 5,000 people, only Dubuque County (city of Dubuque) and Scott County (city of Davenport) were outside the Polk County (city of

Des Moines)/Story County (city of Ames) and Johnson County (city of Iowa City)/Linn County (city of Cedar Rapids) corridors.

According to the US Census Bureau's Vintage 2024 population estimates, only seven counties in the state of Iowa showed a population increase of more than 900 people from 2020-2024, and only Dubuque County (+934) was outside the Polk County/Story County and Johnson County/Linn County corridors. Dubuque County's continued economic and population growth is a welcome contrast to most of the rest of Iowa -- and to the 1980s when the Dubuque County lost nearly 10% of its population and unemployment soared, hitting 23% in 1983. Local commercial air service is expected and needed in growing communities.

Daily commercial air service provides a conduit to national and international students attending higher education in the tristate area:

- Loras College – Student population: Approximately 1,600
- Clarke University – Student population: Around 1,200
- University of Dubuque – Student population: 2,190
- Emmaus Bible College – Student population: 206
- Wartburg Theological Seminary – Student population: 193
- Divine Word College – Student population: 61
- University of Wisconsin–Platteville – Student population: 6,696

Economic Development

Since July 1, 2022, Greater Dubuque Development Corporation reports there has been over \$805 million in new construction in Dubuque County with businesses creating approximately 1,000 jobs. One of the indicators that shows Dubuque is growing and thriving is building permit fees. Last fiscal year permit fees were \$1,357,425, which is an increase of \$567,937 (72%) from the prior fiscal year.

The continuation of local commercial air service is important to major projects already in the works, such as:

- **John and Alice Butler College of Osteopathic Medicine:** University of Dubuque officials plan to open the college in downtown Dubuque in August 2028 and grow enrollment to about 180 students per class by 2030, eventually reaching 200 students per class for a total enrollment of 400. Air service will be critical to recruiting and retaining students, faculty, and staff from around the country and around the world.
- **Field of Dreams:** The over \$80 million Field of Dreams project and all the visitors it is already bringing and will bring to the area. This year, over 600 teams from 28 states have played or will play games in Dubuque County, with events such as skills camps taking place at the field of Dreams movie site. In the near future, FOD officials hope to welcome more than 1,000 teams per year thanks to the new fields.
- **Expansion of the University of Dubuque Aviation Pilot Program:** UD is growing the program from 350 enrolled students to 500+. Currently UD is constructing a new hangar, flight center, apron and parking.

- **New and Expanded Amenities and Attractions:** A new Dubuque Museum of Art; development of Wanderwood Children's Gardens; a planned new Dubuque Community Y; the over \$100 million Chaplain Schmitt Island Development Plan, and numerous commercial, hotel, and housing projects under construction; investments in city infrastructure and streets.

Air service is imperative to keep this momentum moving forward. It is an infrastructure which facilitates business, tourism, and helps attract and retain residents (including students). It is an expected service, no different than high-speed internet, available land for growth, utilities, ground transportation (bus), recreation space, etc.

Funding Air Service

There are very few incentives or funding mechanisms available for Dubuque to attract and retain air service.

Essential Air Service (EAS) Program

Unlike other like-sized Iowa communities Dubuque could not participate in the EAS program in 2012 because air service at the time was self supporting and did not need to be subsidized, therefore Dubuque is currently not eligible for EAS under DOT regulations.

Managed by the U.S. Department of Transportation, the EAS program currently subsidizes commuter and certificated air carriers to serve approximately 60 communities in Alaska and 115 communities in the lower 48 contiguous states that otherwise would not receive any scheduled air service. Requirements for receiving EAS funding for communities were set in the Airline Deregulation Act of 1978 and include: Communities were more than 70 highway miles from large or medium hub airport, communities that require a per-passenger subsidy rate of \$200 unless community is farther than 210 highway miles from large or medium hub airport.

The Airline Deregulation Act of 1978 also guaranteed that communities served by air carriers before deregulation (1978) would continue to receive a certain level of scheduled air service. If an air carrier could not continue that service without incurring financial loss, the DOT could use EAS funding to award the carrier willing to provide service.

The FAA Modernization and Reform Act of 2012 included reform measures that a community must have a minimum number of enplanements to remain eligible for the subsidy. It also provided the wording, "to remain EAS-eligible, communities must have participated in the EAS program at some time between September 30, 2010, and September 30, 2011." *Air Service at Dubuque was self supporting during this time therefore not participating or eligible*

As of October 1, 2012, no new communities can enter the program should they lose their unsubsidized service, except in Alaska and Hawaii. This prohibits Dubuque from receiving EAS funding under current federal regulations.

Iowa Commercial airports received the following EAS funding in 2024:

- Waterloo ALO \$7.4 Million
- Sioux City SUX \$5.3 Million
- Fort Dodge FOD \$6.4 Million
- Mason City MSW \$6.5 Million
- Burlington BRL \$3.5 Million

Funding Update

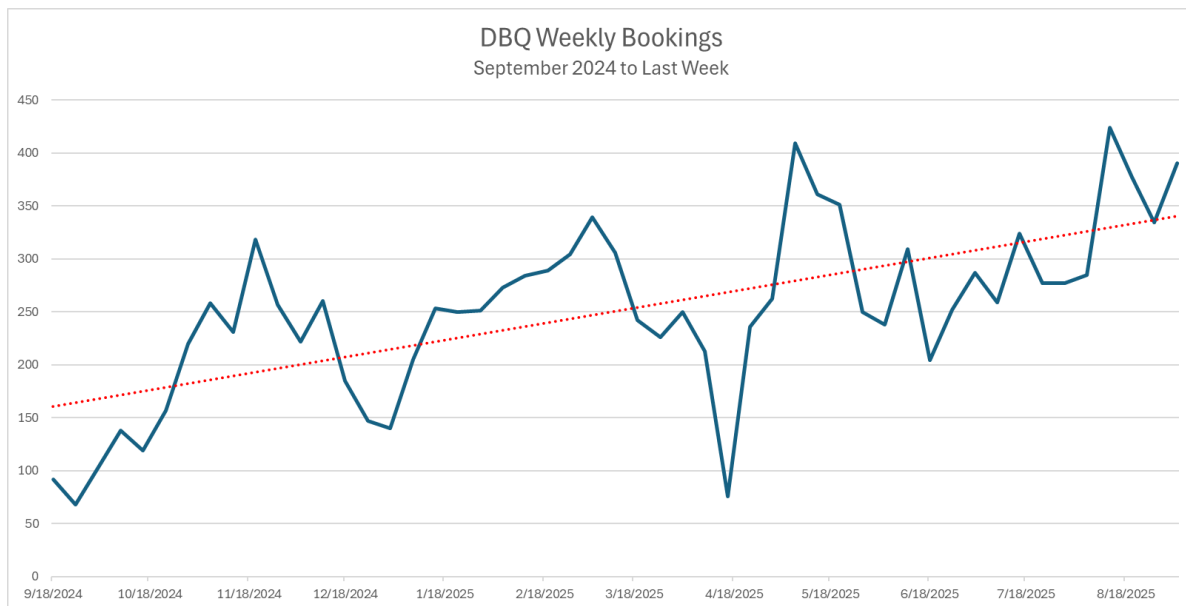
Air service is critically important to a local economy by enabling business travel and connectivity, facilitating global market access, boosting tourism, creating jobs directly and indirectly through various sectors, and supporting the relocation of businesses and professionals by providing vital links to the national and global transportation network

Using numbers based on the 2022 Iowa Airport Economic Impact Study, the 2025 commercial air service is estimated to generate nearly \$19 million in economic benefit for Dubuque/Dubuque County.

Dubuque/DAC Commercial Passengers: 2025 Estimated Economic Impact			
<u>2025 Est Passengers</u>	<u>2022 Econ Output Per Passenger</u>	<u>Inflation 2022-25</u>	<u>2025 Economic Impact</u>
7,637	\$2,201	1.13	\$18,994,212

The objective from the start of service is to reach a load factor and ticket price that sustains air service long-term without an MRG.

The morning departure and evening arrival schedule has been well received by business and leisure travelers. Enplanements continue to grow and are trending positively, with Dubuque currently averaging nearly 50% load factors.



To attain self-sufficiency, Dubuque Air Service Consultant estimates Denver Air will need to reach an average 80% load factor. To reach the additional 30% will require an additional 15 passengers per flight on the existing 50-seat aircraft, which we believe is achievable when considering Dubuque's history of approximately 100 passengers per day pre-Covid.

The following provides a comprehensive financial account for the DOT Small Community Airservices Development Program (SCASDP) and forecast Minimum Revenue Guarantee (MRG) to retain daily scheduled commercial air service on Denver Air Connection at Dubuque Regional Airport. This forecast outlines the estimated expenses, revenues, and financial needs for maintaining air service between Dubuque and Chicago O'Hare offering a picture of the financial landscape and the necessary funding to retain air service.

SCASD Program used for Minimum Revenue Guarantee (MRG)

SCASD Funding:

DOT	\$1,500,000	
City of Dubuque	\$ 150,000	
Dubuque Chamber	\$ 100,000	
GDDC	\$ 50,000	
Dubuque County	\$ 50,000	
Travel Dubuque	\$ 50,000	
Airport	\$ 40,000	
IA DOT of Aviation	<u>\$ 25,000</u>	
	\$1,965,000	Cash

In-Kind Contributions	\$ 70,195	Media vendors match
Airport Incentive Program	<u>\$ 27,086</u>	Fees waived
Total	\$2,062,281	

MRG Payments to Denver Air Connection:

	Invoice Total	Funding Source
November 2024	\$276,608.03	SCASD Grant
December 2024	\$260,321.95	SCASD Grant
January 2025	\$361,762.02	SCASD Grant
February 2025	\$326,687.00	SCASD Grant
March 2025	\$312,362.41	SCASD Grant
April 2025	\$333,773.15	SCASD Grant
May 2025	\$363,468.77	\$28,485.44 SCASD Grant Balance and \$334,983.33 Travel Dubuque Funding
June 2025	\$282,811.29	\$165,015.67 Travel Dubuque Funding and \$117,795.62 Economic Development Revenue Guarantee
ADDITIONAL FUNDING NEEDED		
July 2025 (5 Weeks)	\$325,015.06	TBD
August 2025	\$249,704.00 EST.	TBD
September 2025	\$243,824.00 EST.	TBD

October 2025 (5 Weeks)	\$323,155.00 EST.	TBD
November 2025	\$270,424.00 EST.	TBD
December 2025	\$229,824.00 EST.	TBD

Total estimated funding needed to retain service through December 2025:
\$ 1,641,946.

Additional Funding Sources and Incentives Utilized to Date:

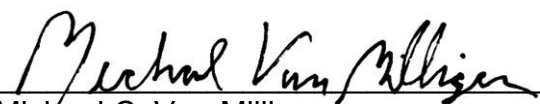
- Travel Dubuque Board contributed \$500,000 to support the MRG in August 2025
- Chamber \$50,000 in marketing over two years + \$15,000 in kind.
- Dubuque Initiatives committed up to \$200,000 for a \$100 Airfare Rebate Program for travelers who purchase round-trip airfare tickets between Aug. 11 and Sept. 30, 2025.
- The Dubuque Airport Commission waives annual rates and charges to DAC according to FAA Air Carrier Incentive Program. Dubuque also provides discounted ground handling and fuel fees, consultant and marketing costs.
- The Hilton/Q Casino provides a discount hotel rate for DAC crew.
- The Dubuque Racing Association awarded a \$100,000 Mission Grant toward marketing.
- The Dubuque Racing Association also awarded a 2-year \$40,000 Core Grant toward MRG.

Denver Air Connections Incentive Programs:

- Mile High Elite Rewards: With Denver Air Connections' Mile High Elite rewards program, one point per flight purchased. Just six points earns a one-way reward ticket to any Denver Air Connection destination (except Telluride).
- Denver Air Connection's Corporate Discount Program allows businesses and organizations that travel frequently the opportunity to receive a discount on Denver Air Connection flights. Eligible businesses can receive up to 20% off all Denver Air fares for their first year in the program!

ACTION TO BE TAKEN

The City of Dubuque each year adopts a balanced budget. Because of changes that occur during the budget year each year the city finishes with unexpended funds remaining. The City of Dubuque is currently working to close out the Fiscal Year 2025 \$263 million city budget (\$88 million general fund), that ended June 30, 2025, and there will be available several million dollars (final amount to be determined as the budget is officially closed out over the next few weeks), some of which can be used to fund a minimum revenue guarantee (estimated at \$1,641,946) through at least December 2025 providing time to provide more information to help determine if commercial air service from Denver Air at Dubuque Regional Airport is feasible long term.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Todd Dalsing, Airport Director

From: Andrew Butler <ABUTLER@cottinghambutler.com>
Sent: Thursday, October 2, 2025 7:00 AM
Subject: FW: Commercial Air Service in Dubuque is Essential

Caution! This message was sent from outside your organization. Never give your login information and password over email!

[Allow sender](#) | [Block sender](#)

In talking with many flyers taking advantage of the Denver Air Connection flight to Chicago, we hear them say the trip was flawless. The parking, the thoroughness and timing of security, the enjoyment of talking with friends in the waiting area all exceeded their expectations.

Sure, we've heard the complaints, delayed flights, luggage challenges, company expense software doesn't coordinate the way it should.... we know this, any time an issue or problem has been raised with Denver Air, it's been addressed when the issue was theirs, and satisfactorily explained when it wasn't. The customer service has been wonderful. And none of the issues justify not working together to build a strong and successful commercial air connection to Chicago.

Our community is at a crossroads. Either we support all the great work that's been done to date to bring successful commercial air travel back to Dubuque to fuel the amazing future ahead of our county and region or we don't.

We side with growth and excitement and encourage all in our community to support funding the gap between the current passenger loads and the 80% capacity needed for continued flights. Not only does our community need this, we deserve it! Now is not the time to give up.

Successful commercial air travel to and from Dubuque is essential to the continued success of our community. So many incredible things are occurring now—The Field of Dreams, The Dubuque Museum of Art project, Schmidt Island, The University of Dubuque medical school, Wanderwood Gardens, new residential developments. The excitement is palpable, and our community is thinking about all the things that are possible! Viable commercial air service will further leverage our success as a community. Denver Air has been an exceptional partner. By working together with the private sector, our community, county and region can ensure that all the hard work done to date will be the strongest foundation for an even better future.

Our ask is this, be an active and positive part of the solution. Commercial air service in Dubuque is only sustainable if people take advantage of the flights. Denver Air has been an incredible partner. GDDC, Dubuque Initiatives, The Dubuque Chamber of Commerce, Travel Dubuque, Dubuque Main Street and many of employers in Dubuque have been amazing partners to attract Denver Air. Long-term, the obligation is on us as travelers to fly Denver Air so the public support is no longer needed.

Andrew J. Butler *CPCU, CEBS, ARM, CSFS*
Executive Chairman, Cottingham & Butler, Inc.
President, SISCO
O 563.587.5041 M 563.370.0631 F 563.587.6627
abutler@cottinghambutler.com

Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	227384
Date/Time	10/6/2025 1:13 PM
Type	Contact City Council
Address	3188 HIGHLAND PARK DR, Dubuque
Origin	Website
Comments	We need to stop funding air service. We already know that there are not enough customers to support air service. I don't think the council is listing to the larger group against supporting air service with tax dollars. This would be another situation like 5 Flags, Port of Dubuque docks and convenient store and the I'm On ice arena. They each cost the taxpayers hundreds of thousands of dollars each year and they're not even close to be self-supporting! All these projects are outside the purview of the City Government. The claims made by some of the council members stating the city will not grow or our higher education institutions will suffer are unfounded!
Submitter	Wolff, Keith 210 Cedar Cross Road Dubuque, IA 52003 563-582-1691 kwolff@dubuquesign.com

City of Dubuque
City Council

ACTION ITEMS # 2.

ITEM TITLE:	International Property Maintenance Code (IPMC) Ground Fault Circuit Interrupter (GFCI) Amendment Update
SUMMARY:	City Manager recommending City Council approval of an ordinance amendment to the property maintenance code modifying GFCI requirements. ORDINANCE Amending City Of Dubuque Code Of Ordinances Title 14 Building And Development, Chapter 1 Building Codes, Article J Property Maintenance Code, Section 14-1J-2 International Property Maintenance Code Amendments
SUGGESTED DISPOSITION:	Receive and File; Motion B; Motion A

- ATTACHMENTS:
- 1. MVM Memo
 - 2. MEMO_IPMC GFCI Amendment Change
 - 3. Property Maintenance Code_08212025

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: International Property Maintenance Code Ground Fault Circuit Interrupter (GFCI) Amendment Update

DATE: September 29, 2025

Interim Housing and Community Development Director Sandi Fowler is recommending City Council approval of an ordinance amendment to the property maintenance code modifying GFCI requirements.

On August 15, 2024, the Housing and Community Development Department submitted a request to amend the International Property Maintenance Code (IPMC) to align its GFCI requirements with the National Standards for the Physical Inspection of Real Estate (NSPIRE). NSPIRE is the standard HUD requires for inspections of assisted housing units, and with those amendments, the IPMC now mirrors NSPIRE.

Following that ordinance change, additional NSPIRE guidance clarified that receptacles located inside cabinets are not required to be replaced with GFCI receptacles.

In addition, based on feedback from inspectors and landlords, further updates were requested to:

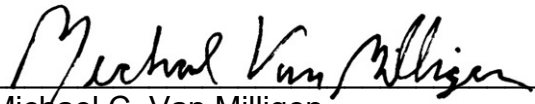
1. Clarify the definition of “water source” as used in this code section.
2. Define GFCI requirements for laundry appliances.
3. Provide guidance for receptacles located behind refrigerators that are inaccessible.

Because the state preempts GFCI requirements for 240-volt outlets, that clarification in the IPMC is also added.

This update does not change National Electrical Code (NEC) requirements for new construction. It applies only to existing buildings. The intent of the original ordinance was to ensure that receptacle outlets within six feet of a sink, tub, or shower had GFCI protection. The original proposed code change was shared with the Dubuque Area Landlords Association. Their feedback prompted the addition of the clarification for receptacles located behind refrigerators.

This proposal was taken to the Building Code Advisory and Appeals Board on September 12, 2025, where the board unanimously supported the proposed change.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Sandi Fowler, Interim Housing & Community Development Director
Michael Belmont, Assistant Housing and Community Development
Ben Pothoff, Deputy Code Official
Jason Lehman, Assistant City Attorney

TO: Michael C. Van Milligen, City Manager
FROM: Sandi Fowler, Interim Housing and Community Development Director
DATE: September 9, 2025
RE: IPMC GFCI Amendment Update

INTRODUCTION

The purpose of this memorandum is to request City Council approval of an ordinance amendment to the property maintenance code modifying GFCI requirements.

BACKGROUND

On August 15, 2024, our department submitted a request to amend the International Property Maintenance Code (IPMC) to align its GFCI requirements with the National Standards for the Physical Inspection of Real Estate (NSPIRE). NSPIRE is the standard HUD requires for inspections of assisted housing units, and with those amendments, the IPMC now mirrors NSPIRE.

Following that ordinance change, additional NSPIRE guidance clarified that receptacles located inside cabinets are not required to be replaced with GFCI receptacles.

In addition, based on feedback from inspectors and landlords, further updates were requested to:

1. Clarify the definition of “water source” as used in this code section.
2. Define GFCI requirements for laundry appliances.
3. Provide guidance for receptacles located behind refrigerators that are inaccessible.

Finally, because the state preempts GFCI requirements for 240-volt outlets, we also seek to add that clarification in the IPMC

DISCUSSION

This update does not change National Electrical Code (NEC) requirements for new construction. It applies only to existing buildings. The intent of the original ordinance was to ensure that receptacle outlets within six feet of a sink, tub, or shower had GFCI protection.

The original proposed code change was shared with the Dubuque Area Landlords Association. Their feedback prompted the addition of the clarification for receptacles located behind refrigerators.

This proposal was taken to the Building Code Advisory and Appeals Board on September 12, 2025, where the board unanimously supported the proposed change.

RECOMMENDATION

I respectfully request the City Council approve the amended ordinance adopting these changes to the International Property Maintenance Code

Prepared By: Michael Belmont, Assistant Housing and Community Development Director

cc: Ben Pothoff, Deputy Code Official
Crenna Brumwell, City Attorney
Jason Lehman, Assistant City Attorney

ORDINANCE NO. _____ - 25

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 14 BUILDING AND DEVELOPMENT, CHAPTER 1 BUILDING CODES, ARTICLE J PROPERTY MAINTENANCE CODE, SECTION 14-1J-2 INTERNATIONAL PROPERTY MAINTENANCE CODE AMENDMENTS

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

Section 1. Section 14-1J-2 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

14-1J-2: INTERNATIONAL PROPERTY MAINTENANCE CODE AMENDMENTS:

The following additions, deletions, modifications, or amendments of the International Property Maintenance Code, 2021 edition, adopted in section 14-1J-1 of this article to read as follows:

. . . .

Section 605.2. Receptacles. Amended to read:

605.2. Receptacle outlets shall be provided in compliance with this section.

605.2.1 Requirements. Every habitable space in a dwelling shall contain not less than one receptacle outlet. Every bathroom shall contain not less than one receptacle outlet. All receptacle outlets shall have the appropriate faceplate cover for the location.

605.2.2 Personal protection. Every laundry area shall contain not less than one grounding type receptacle outlet or a receptacle outlet with ground fault circuit interrupter (GFCI) protection. All receptacle outlets within six feet (6') of a sink, tub or shower shall have ground fault circuit interrupter (GFCI) protection.

Exceptions: 1. 240 volt receptacle outlets.

2. Receptacle outlets within a cabinet

3. Inaccessible receptacle outlets behind a refrigerator or freezer.

.

. . . .

Section 2. This ordinance shall take effect upon publication.

Passed, approved, and adopted this ____ day of _____, 2025.

Brad Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

EFFECT OF AMENDMENT

14-1J-2: INTERNATIONAL PROPERTY MAINTENANCE CODE AMENDMENTS:

The following additions, deletions, modifications, or amendments of the International Property Maintenance Code, 2021 edition, adopted in section 14-1J-1 of this article to read as follows:

.....

~~Section 605.2. Receptacles. Amended to add:~~

~~Every *habitable space* in a dwelling shall contain not less than two separate and remote receptacle outlets. Every laundry area shall contain not less than one grounding-type receptacle or a receptacle with a ground fault circuit interrupter. Every *bathroom* shall contain not less than one receptacle. All receptacle outlets within six feet (6') of any water source shall have ground fault circuit interrupter (GFCI) protection. All receptacle outlets shall have the appropriate faceplate cover for the location.~~

~~Exception: In lieu of every habitable space in a dwelling containing two separate and remote receptacle outlets, one receptacle and a separate permanently installed light fixture is allowable.~~

Section 605.2. Receptables. Amended to read:

605.2. Receptacle outlets shall be provided in compliance with this section.

605.2.1 Requirements. Every habitable space in a dwelling shall contain not less than one receptacle outlet. Every bathroom shall contain not less than one receptacle outlet. All receptacle outlets shall have the appropriate faceplate cover for the location.

605.2.2 Personal protection. Every laundry area shall contain not less than one grounding type receptacle outlet or a receptacle outlet with ground fault circuit interrupter (GFCI) protection. All receptacle outlets within six feet (6') of a sink, tub or shower shall have ground fault circuit interrupter (GFCI) protection.

Exceptions: 1. 240 volt receptacle outlets.

2. Receptacle outlets within a cabinet.

3. Inaccessible receptacle outlets behind a refrigerator or freezer.

.....

**City of Dubuque
City Council**

ACTION ITEMS # 3.

ITEM TITLE:	Request for City Council Ratification of the Second Amendment to the Dubuque Police Protective Association (DPPA) July 1, 2024 CBA
SUMMARY:	City Manager recommending City Council ratify the Second Amendment to the Dubuque Police Protective Association (DPPA) July 1, 2024 CBA.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. 9-30-25 Memo to MVM re Request for Execution of Second Amendment to 7-1-24 DPPA (Police) CBA (Call Back & Court App Supp Pays)
3. Second Amendment to 7-1-2024 DPPA (Police) CBA signed by Rosenthal (002) 9-26-25 (Callback and Court App-Witness)
4. DPPA (Police) CBA July 1, 2024 to June 30, 2029 (final and fully executed)

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Request for City Council Ratification of the Second Amendment to the Dubuque Police Protective Association (DPPA) July 1, 2024 CBA

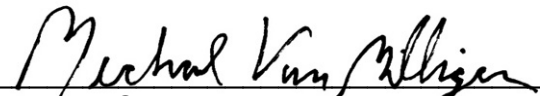
DATE: October 1, 2025

Chief Human Resources Officer Shelley Stickfort is recommending City Council ratify the Second Amendment to the Dubuque Police Protective Association (DPPA) July 1, 2024 CBA.

The purpose of this Second Amendment is to clarify when “Callback” and “Court Appearance/Witness Fee” supplemental pays are earned and how they may be taken.

The Union ratified this Second Amendment on September 26, 2025.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Shelley Stickfort, Chief Human Resources Officer
Jenny Larson, CFO
Jeremy Jensen, Police Chief
Joseph Messerich, Assistant Police Chief
Kurt Rosenthal, President, DPPA

TO: Mike Van Milligen, City Manager

FROM: Shelley M. Stickfort, Chief Human Resources Officer

DATE: September 30, 2025

RE: Request for City Council Ratification of the Second Amendment to the Dubuque Police Protective Association (DPPA) July 1, 2024 CBA

The purpose of this Second Amendment is to clarify when “Callback” and “Court Appearance/Witness Fee” supplemental pays are earned and how they may be taken.

This Second Amendment:

1. Removes and replaces Section 2 – Court Appearance/Witness Fee language as provided for in **Article 23 OVERTIME AND SUPPLEMENT PAYS**. All other sections within this article remain without revision or change; and
2. Removes and replaces Section 1: Call Back language as provided for in **Article 26 CALL BACK AND STANDBY**. Any other sections within this article remain without revision or change,

The Union ratified this Second Amendment on September 26, 2025.

I respectfully request your support for the recommendation that the Dubuque City Council votes to ratify, and therefore fully execute, this Second Amendment to the July 1, 2024 DPPA (Police) CBA.

Attachments: Partially executed First Amendment
City of Dubuque/DPPA July 1, 2024 CBA

cc: Jenny Larson, CFO
Jeremy Jensen, Police Chief
Joseph Messerich, Assistant Police Chief
Kurt Rosenthal, President, DPPA

**SECOND AMENDMENT
TO
AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
DUBUQUE POLICE PROTECTIVE ASSOCIATION
July 1, 2024 – June 30, 2029**

This Second Amendment to Agreement, dated for reference purposes the 25th day of September, 2025, is made and entered into by and between the Dubuque Police Protective Association and the City of Dubuque, Iowa.

The parties agree as follows:

Section 1. Effective September 28, 2025, Article 23 **OVERTIME AND SUPPLEMENTAL PAYS**, Section 2 of the Agreement is amended to clarify when this benefit is earned and to allow for this benefit to be taken as pay or compensatory time.

Section 2 – Court Appearance/Witness Fee

Employees who must attend court during the employee's previously scheduled vacation time shall be paid two (2) times their regular rate of pay for all hours spent in court and shall receive such compensation for a minimum of two (2) hours. This paragraph does not apply to the employee's court appearance on a day for which the employee previously scheduled personal leave time, recognition leave, or the use of compensatory time.

Employees who must attend court during the employee's regularly scheduled time off shall be paid one and one-half (1½) times their regular rate of pay for all hours spent in court and shall receive such compensation for a minimum of two (2) hours. If an employee's court appearance abuts the employee's regularly scheduled shift, the employee shall receive one and one-half (1½) times their regular rate of pay for all hours worked in excess of the employee's regularly scheduled shift.

If an employee's court appearance begins within two (2) hours of the start of the employee's regularly scheduled shift, the employee shall receive one and one-half (1½) times their regular rate of pay for the amount of time from the beginning of the employee's court appearance to the beginning of the employee's shift.

If court begins within thirty (30) minutes after the conclusion of the employee's regularly scheduled shift, the employee shall receive one and one-half (1½) times their regular rate of pay from the end of their shift to the end of their court appearance.

Employees who are eligible to receive court appearance/witness fee payment may be granted time off in order to compensate for and instead of overtime payment. Employees must select a method of compensation—either compensatory time or overtime pay—at the time they clock in for their court appearance. The method of compensation selected by

the employee shall apply to the entire time period for which the employee is in court. Employees are encouraged to monitor their accrual of compensatory time to ensure they do not exceed their maximum accrual limit.

The *only* circumstance where a method of compensation may be changed after it has been selected by the employee is when the employee's selection would result in the employee receiving compensatory time above the maximum accrual amount allowed by this Agreement or applicable law, whichever amount is less; in such a case, the employee will be credited with the maximum allowable amount of compensatory time, and all remaining time will be paid to the employee as overtime pay. Under no circumstances may the employee or the employee's supervisor change the method of compensation after the employee has clocked in. All adjustments required by this paragraph shall be made by the Finance Department.

Section 2. Effective September 28, 2025, Article 26 **CALL BACK AND STANDBY**, Section 1 of the Agreement is amended to read as follows in order to clarify when this benefit is earned and to allow for this benefit to be taken as pay or compensatory time.

Section 1: Call Back

Except as otherwise provided in this Article, an employee who, having left the premises after an employee's regular shift, is recalled for additional work shall receive not less than two (2) hours' pay at one and one-half (1½) times the employee's regular rate of pay. This provision shall not apply when such work merges with the employee's regular workday or when the need for the employee to work before or after their scheduled shift is due to one or more errors or omissions attributable to the employee.

If a call back begins within two (2) hours of the start of the employee's scheduled shift, the employee shall not receive the two-hour minimum referenced in this Section 1, but the employee shall receive one and one-half (1½) times their regular rate of pay for the time between the beginning of the call back and the beginning of the employee's shift. This paragraph shall only apply when an employee works in excess of their regularly scheduled 8- or 10-hour shift.

Call back pay begins when the employee arrives at, and begins work, on the premises or location at which the employee was directed to appear for call back work.

For the purposes of this Article, meetings and trainings scheduled outside of, and in addition to, an employee's normal workday, and at which the employee is required to be present shall be considered call back and are subject to the provisions of this Section 1. If any such meeting or training begins within thirty (30) minutes after the conclusion of the employee's scheduled shift, the employee shall receive one and one-half (1½) times their regular rate of pay from the end of their shift through the end of such meeting or training.

Employees who are eligible to receive call back pay may be granted time off in order to compensate for and instead of call back pay.

Employees must select a method of compensation—either compensatory time or overtime pay—at the time they clock in upon being called back to work. The method of compensation selected by the employee shall apply to the entire time period for which the employee is called back to work. Employees are encouraged to monitor their accrual of compensatory time to ensure they do not exceed their maximum accrual limit.

The *only* circumstance where a method of compensation may be changed after it has been selected by the employee is when the employee's selection would result in the employee receiving compensatory time above the maximum accrual amount allowed by this Agreement or applicable law, whichever amount is less; in such a case, the employee will be credited with the maximum allowable amount of compensatory time, and all remaining time will be paid to the employee as overtime pay. Under no circumstances may the employee or the employee's supervisor change the method of compensation after the employee has clocked in. All adjustments required by this paragraph shall be made by the Finance Department.

Section 3. Each person signing this Second Amendment on behalf of a party represents and warrants that the party has the requisite power and authority to enter into, execute, and deliver this Second Amendment on behalf of such party and that this Second Amendment is a valid and legally binding obligation of such party enforceable against it.

Section 4. This Second Amendment represents the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions or understanding that the parties may have with respect to same.

Executed in Dubuque, Iowa as of the date first above written.

CITY OF DUBUQUE, IOWA

**DUBUQUE POLICE PROTECTIVE
ASSOCIATION**

By: _____
Brad M. Cavanagh, Mayor

By: _____
Kurt Rosenthal, President

ATTEST: _____
Adrienne Breitfelder, City Clerk

AGREEMENT

BETWEEN

THE CITY OF DUBUQUE, IOWA

AND

DUBUQUE POLICE PROTECTIVE ASSOCIATION

July 1, 2024 – June 30, 2029

Reopen contract as to Wage Plan (Appendix A) and mutually agreed upon economic articles in FY28 and FY29.

PREAMBLE

This Agreement is made and entered into this first day of July, 2024, by and between the City of Dubuque, Iowa (hereafter called the City) and the Dubuque Police Protective Association (hereafter called the Association) and between the City and the Association on behalf of the employees in the Bargaining Unit, recognized and described under the Recognition Article of this Agreement.

DUBUQUE POLICE PROTECTIVE ASSOCIATION CONTRACT

TABLE OF CONTENTS

PREAMBLE	i
TABLE OF CONTENTS.....	ii
ARTICLE 1 RECOGNITION	1
ARTICLE 2 GENERAL CONDITIONS	1
ARTICLE 3 NO STRIKE CLAUSE	2
ARTICLE 4 ASSOCIATION REPRESENTATIVES.....	3
ARTICLE 5 ASSOCIATION NEGOTIATING COMMITTEE	3
ARTICLE 6 BULLETIN BOARDS	3
ARTICLE 7 UNIFORMS AND EQUIPMENT.....	3
ARTICLE 8 WORK PERIOD.....	4
ARTICLE 9 PAYDAY	4
ARTICLE 10 RATES OF PAY DEFINITIONS	4
ARTICLE 11 BEREAVEMENT LEAVE	5
ARTICLE 12 LEAVES OF ABSENCE WITHOUT PAY	6
ARTICLE 13 SICK LEAVE.....	6
ARTICLE 14 DISABILITY RELATING TO PREGNANCY LEAVE ...	8
ARTICLE 15 PAID PARENTAL LEAVE.....	8
ARTICLE 16 SENIORITY	11
ARTICLE 17 PERSONAL DAY.....	13
ARTICLE 18 VACATIONS.....	14
ARTICLE 19 EXCHANGING TOURS OF DUTY	16
ARTICLE 20 HOLIDAYS	17
ARTICLE 21 LONGEVITY	18
ARTICLE 22 EDUCATIONAL BONUS PLAN	19
ARTICLE 23 OVERTIME.....	20
ARTICLE 24 SHIFT PREMIUM	21
ARTICLE 25 GROUP INSURANCE	22

ARTICLE 26	CALL BACK AND STANDBY	25
ARTICLE 27	WORK BREAKS	26
ARTICLE 28	GRIEVANCE PROCEDURE	26
ARTICLE 29	NONDISCRIMINATION.....	29
ARTICLE 30	SAVINGS CLAUSE	29
ARTICLE 31	DURATION AND NEGOTIATIONS	30
APPENDIX A	WAGE PLAN	31

ARTICLE 1: RECOGNITION

The City recognizes the Dubuque Police Protective Association, certified by the Public Employment Relations Board in Case #452 (December 1, 1975) and as amended in Case #3317 (March 15, 1989) as the exclusive bargaining representative for the employees of the City of Dubuque in the following classifications: Patrol Officer and Corporal.

ARTICLE 2: GENERAL CONDITIONS

A. Public Employer Rights

Public employers shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and the right to:

1. Direct the work of its public employees.
2. Hire, evaluate, promote, demote, transfer, assign and retain public employees in positions within the public agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments, and personnel by which the public employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify, and administer its budget.
9. Exercise all powers and duties granted to the public employer by law.

B. Public Employee Rights

Public employees shall have the right to:

1. Organize, or form, join or assist any employee organization.
2. Negotiate collectively through representatives of their own choosing.
3. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by Iowa Code Chapter 20 or any other law of the State.
4. Refuse to join or participate in the activities of employee organizations, including the payment of any dues, fees or assessment or service fees of any type.
5. Exercise any right or seek any remedy provided by law, including but not limited to those rights and remedies available under relevant Iowa Code Sections and Chapters (e.g., §70A.28 and §70A.29, Chapter 8A, subchapter IV, and chapters 216 and 400).

ARTICLE 3: NO STRIKE CLAUSE

It shall be unlawful for any public employee or any employee organization directly or indirectly, to induce, instigate, encourage, authorize, ratify, or participate in a strike against any public employer.

It shall be unlawful for any public employer to authorize, consent to, or condone a strike; or to pay or agree to pay any public employee for any day in which the employee participates in a strike; or to pay or agree to pay any increase in compensation or benefits to any public employee in response to or as a result of any strike or any act which violates the first paragraph of this Article.

Any other provisions as stipulated in the Public Employment Relations Act, Chapter 20, Code of Iowa, shall be applicable.

ARTICLE 4: ASSOCIATION REPRESENTATIVES

The Association shall provide the City with a list of representatives by name, position, and area which each representative serves (if a DPPA executive board member). Changes to this list shall be furnished to the City promptly. The City need not recognize any Association representative of whom it has not been informed. The City shall immediately recognize a representative upon receipt of a written notice.

ARTICLE 5: ASSOCIATION NEGOTIATING COMMITTEE

Members of the negotiating committee shall be paid their base rate of pay plus longevity, educational bonus, and shift differential when they participate in negotiating meetings during their regularly scheduled work shift. The number of members eligible for payment shall be limited to five (5) and in no event shall payment extend beyond the end of their regular workday and work shift.

ARTICLE 6: BULLETIN BOARDS

The employer agrees to furnish at least one (1) bulletin board in the Law Enforcement Center to be used by the Association. The Association shall limit its posting of notices and bulletins to said board.

ARTICLE 7: UNIFORMS AND EQUIPMENT

Section 1

The City shall provide sworn police officers with the following equipment: hat shield, badge, gun belt and holster, cartridge carrier, service weapon, handcuffs and case and safety eyeglasses.

In addition, during the first year of service, the City shall provide new officers with the following items of the uniform: cap, two (2) long and two (2) short sleeve shirts, necktie, jacket, two (2) pair of pants and rain gear.

Section 2

After the first year of service, employees in the classification of Patrol Officer and Corporal, shall receive a five hundred and fifty dollar (\$550) yearly cash allowance for the maintenance and replacement of the uniform. Payments shall be made in the amount of

two hundred seventy-five dollars (\$275) in December and two hundred seventy-five dollars (\$275) in June.

ARTICLE 8: WORK PERIOD

Workweek:

The **workweek** is the period from 00:00:00 (12:00:00 a.m.) on Sunday through 23:59:59 (11:59:59 p.m.) on Saturday.

Actual hours worked:

Actual hours worked is the time during which an employee is required or allowed to perform work for the City. Except as may be otherwise provided by within this Agreement, actual hours worked does not include vacation, sick time, comp time, leaves of absence, or any other period of time during which an employee is not performing work for the City.

ARTICLE 9: PAYDAY

Payday shall be every other Friday. If the payday is an observed holiday, the payday shall be the day before the holiday.

ARTICLE 10: RATES OF PAY DEFINITIONS

For the purposes of this contract, rates of pay shall be defined as follows:

Base pay (or base rate): An employee's base pay (or base rate) is the employee's hourly rate of pay, excluding additional payments such as overtime, longevity, shift premiums, and other wage augments.

Regular rate: The term regular rate shall have the same meaning as "regular rate" as defined by the FLSA. (In other words, an employee's regular rate is an employee's base pay plus certain wage augments as provided for under applicable federal law.)

ARTICLE 11: BEREAVEMENT LEAVE

All regular, full-time employees shall be granted upon request, time off with pay for such periods of time as set forth below:

(A) Regular, full-time employees with 30 days or more of continuous service may take up to 40 hours of paid bereavement leave upon the death of a member of their immediate family.

(1) "Immediate family members" for the purposes of bereavement leave are defined as an employee's spouse, domestic partner, parents, stepparents, siblings, children, stepchildren, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.

(B) All regular, full-time employees may take up to one (1) day off with pay to attend the funeral or ceremony of life for an extended family member.

(1) "Extended family members" for the purposes of bereavement leave are defined as aunts, uncles, nieces, nephews, and cousins.

(C) The City may require verification of the need for the leave. The employee's supervisor, Chief of Police, and/or Human Resources will consider this time off on a case-by-case basis.

(D) Payment for bereavement leave is computed at the base rate of pay plus longevity, educational bonus, and shift premium, consistent with the employee's regularly scheduled shift, up to a maximum of 10 hours for 1 day.

(E) Time off granted in accordance with this policy shall not be credited as time worked for the purpose of computing overtime.

(F) The Chief of Police or designee is encouraged to permit employees to use up to three (3) days of accrued sick, vacation, or compensatory time to supplement bereavement leave in consideration of the circumstances for which bereavement leave is needed.

(G) SPECIAL PROVISION

(1) It is recognized that a death of a person other than the relationships listed above could warrant consideration for some paid bereavement leave. In this event, the employee should make known the situation to the Chief of Police or designee. The Chief of Police or designee may exercise administrative approval consistent with the intent of this bereavement leave provision.

ARTICLE 12: LEAVE OF ABSENCE WITHOUT PAY

A leave of absence without pay may be granted by the City Manager upon the recommendation of the Chief of Police or designee and Chief Human Resources Officer. An employee desiring a leave of absence without pay shall submit a request in writing to the Chief of Police or designee at least thirty (30) calendar days in advance of when the leave is to begin. The request shall contain a statement as to the reason(s) for the desired leave, the date when the leave is to begin, and the date of return to duty. Denial of a request for a leave of absence without pay or the reason(s) therefore shall not be a proper subject for the grievance procedure of this Agreement, or the appeal procedure set forth in Chapter 400, Code of Iowa. Failure to return to work at the end of a leave shall constitute cause for dismissal. It is understood that a leave of absence without pay shall not be used for the purpose of accepting employment elsewhere. An employee accepting other employment shall be terminated. An employee may be required to take a medical examination before being allowed to return to work after a leave of absence without pay. An employee granted a leave of absence without pay, upon completion of the leave, shall be returned to the same position and the same pay step in the pay grade corresponding to the classification occupied at the time the leave began. Except as provided in the Family and Medical Leave Act of 1993, during a leave of absence without pay, the employee shall continue to accrue seniority, but shall not accrue or receive any other privileges, benefits or pay granted by this Agreement.

ARTICLE 13: SICK LEAVE

Section 1

Employees shall accrue eight (8) hours of sick leave per month (3.6923 hours biweekly). The term month, as used in this section, means a calendar month.

Section 2

Sick leave shall be paid to employees at their base rate of pay plus longevity, educational bonus, and shift premium predicated on either an eight (8) hour workday or a ten (10) hour workday, depending on which length of workday the employee is assigned.

Charges against accrued sick leave shall be made by deducting the hours paid from the employee's accrued sick leave but it is understood that no sick leave shall be paid to an employee on the employee's regular day off.

Sick leave may be granted and used for the employee's own personal illness or injury, medical quarantine or isolation, or supplement to bereavement leave.

Section 3 – Use of Accrued Sick Leave for Family Caregiving

Accrued sick leave may be granted and used for family caregiving to provide care of and necessary attention for an ill or injured family member.

For purposes of this section, “Family member” is defined as the employee’s spouse or domestic partner, dependent child/children, and the employee’s parent.

Section 4 – Sick Leave Payout Upon Retirement

Any unused portion of sick leave shall accumulate from fiscal year to fiscal year to a maximum of 960 sick leave hours. Employees will be paid 100% of accrued sick leave at retirement. Payment will be based on the employee’s base rate of pay at retirement. Payment will be made bi-weekly over a five-year period, except where the payout amount is equal to or less than \$1,310, in which case payment will be made in a lump sum on the next regular pay date after the employee’s last date of employment. For a retiring employee to be eligible for such payment, the employee shall have completed twenty (20) years of continuous service in a full-time position or retired as a result of a disability and must be eligible for pension payments from the Municipal Fire and Police Retirement System of Iowa Pension System immediately upon retirement. In the event a retired employee dies before all of the unused sick leave is paid, such payment will cease at the time of the retired employee’s death.

Section 5

An employee who is on approved leave of absence due to an injury or illness shall continue to accrue sick leave credit for a period not to exceed two (2) calendar months following the month of injury or illness.

No sick leave shall be accrued during layoff due to curtailment of work when such layoff extends beyond thirty (30) days.

No sick leave shall be accrued during a personal leave of absence when such personal leave of absence extends beyond sixty (60) days.

Accrual of sick leave shall be terminated upon the employee's discharge, resignation, retirement, or death.

Section 6

An employee who is injured while employed by another employer or doing contract work for pay on non-City work shall not be entitled to any sick leave payment.

Section 7 - Sick Leave Conversion Over Maximum

At the discretion of the Chief of Police or designee, each pay period an employee will have either fifty (50) percent of their sick leave accrued above the maximum accrual of nine hundred and sixty (960) sick hours credited to their vacation accrual, up to the maximum vacation accrual amount, or be paid at their base rate of pay plus longevity, for fifty (50) percent of their sick leave accrued above the maximum accrual of nine hundred and sixty (960) sick hours. If an employee is at their maximum vacation accrual, they will be paid at their base rate of pay plus longevity, for fifty (50) percent of their sick leave accrued above the maximum accrual of nine hundred and sixty (960) sick hours.

ARTICLE 14: DISABILITY RELATING TO PREGNANCY LEAVE

Where a leave is not available or a sufficient leave is not available under any health or temporary disability insurance or the sick leave provision, the employee who is disabled due to the employee's pregnancy, childbirth, or related medical conditions, shall be granted up to eight (8) weeks of unpaid leave of absence or the duration of the disability, whichever is less. Sick leave benefits, to the extent of an employee's accumulated sick leave, shall be granted, if requested by the employee, for the period that the employee is disabled because of the employee's pregnancy, childbirth or related medical condition. The employee may use other available paid leaves such as vacation, compensatory time or personal day/time or a leave of absence without pay during the period of temporary disability. The employee is responsible for providing timely notice of the period of leave requested. The City reserves the right to require that the employee's disability resulting from pregnancy be verified by medical certification stating that the employee is not able to reasonably perform the essential functions of the employee's position.

ARTICLE 15: PAID PARENTAL LEAVE

Section 1 - Purpose/Objective

The City of Dubuque will provide up to 12 weeks of paid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster to adopt care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed to adopt child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable.

Section 2 - Eligibility

Eligible employees must meet the following criteria:

- Have been employed with the City of Dubuque for at least 12 months (the 12 months do not need to be consecutive).
- Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.
- Be a full- or part-time, regular employee (temporary or seasonal employees and interns are not eligible for this benefit).

In addition, employees must meet one of the following criteria:

- Have given birth to a child.
- Be a spouse or committed partner of a woman who has given birth to a child.
- Have adopted a child or been placed with a foster-to-adopt child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy.

Section 3 - Amount, Time Frame and Duration of Paid Parental Leave

- Eligible employees will receive a maximum of twelve weeks of paid parental leave per birth, adoption, or placement of a child/children. The fact that a multiple birth, adoption, or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the up to twelve-week total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than twelve weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster-to-adopt care placement event occurs within that 12-month time frame.
- Each week of paid parental leave is compensated at 100 percent of the employee's base rate of pay plus longevity and educational bonus. Paid parental leave will be paid on a biweekly basis on regularly scheduled pay dates.
- Approved paid parental leave may be taken at any time during the twelve-month period immediately following the birth, adoption or placement of a child

with the employee. Paid parental leave may not be used or extended beyond this twelve-month time frame.

- In the event of a female employee who herself has given birth, the twelve weeks of paid parental leave will commence at the conclusion of any short-term disability leave/benefit provided to the employee for the employee's own medical recovery following childbirth.
- Employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during twelve-month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the twelve-month time frame.
- Upon termination of the individual's employment at the company, he or she will not be paid for any unused paid parental leave for which he or she was eligible.

Section 4 - Coordination with Other Policies

- Paid parental leave taken under this policy will run concurrently with leave under the FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster to adopt, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave—whether paid or unpaid—granted to the employee under the FMLA exceed 12 weeks during the 12-month FMLA period. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.
- After the paid parental leave (and any short-term disability leave for employees giving birth) is exhausted, the balance of FMLA leave (if applicable) will be compensated through employee accrued sick, vacation and personal time. Upon exhaustion of accrued sick, vacation and personal time, any remaining leave will be unpaid leave. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.
- The company will maintain all benefits for employees during the paid parental leave period just as if they were taking any other company paid leave such as paid vacation leave or paid sick leave.
- If a City holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.

Section 5 - Requests for Paid Parental Leave

- The employee will provide his or her supervisor and the human resource department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary forms and provide all documentation as required by the Human Resources department to substantiate the request.
- As is the case with all City policies, the organization has the exclusive right to interpret this policy.

ARTICLE 16: SENIORITY

Section 1

If an employee has successfully completed training at the Iowa law enforcement academy or another training facility certified by the director of the Iowa law enforcement academy before the initial appointment as a patrol officer, the trial period shall be for a period of nine (9) months and shall commence with the date of initial appointment as a patrol officer. If an employee has not successfully completed training at the Iowa law enforcement academy or another training facility certified by the director of the law enforcement academy before initial appointment as a patrol officer, the trial period shall commence with the date of initial employment as a patrol officer and shall continue for a period of nine (9) months following the date of successful completion of training at the Iowa law enforcement academy or another training facility certified by the director of the Iowa law enforcement academy. A patrol officer transferring employment from one jurisdiction to another shall be employed subject to a trial period of nine (9) months. An employees' seniority shall be administered in accordance with Chapter 400, Code of Iowa.

An employee may be laid off or discharged any time prior to the end of the trial period and such discharge or lay off shall not be subject to the grievance procedure of the Agreement or the appeal procedure set forth in Chapter 400, Code of Iowa. The Association shall not assert or present any grievance or appeal on behalf of an employee because of any matter or occurrence whatsoever falling within the trial period.

Section 2

For purposes of computing benefits, length of continuous service shall relate to an employee's most recent date of employment in a full-time position. For purpose of this Agreement, the term employee shall mean full-time employee.

Section 3

An employee's seniority and employment relationship with the City shall be broken and terminated for the following reasons (this list is not inclusive):

- Resignation
- Discharge
- Death
- Retirement
- Being laid off for a period of two (2) months without either being recalled to the position the employee occupied at the time of the lay off or being appointed to another position in the bargaining unit.
- If, after a layoff, the employee fails to report for work within five (5) workdays after the date the certified letter was mailed, notifying the employee to report for work.
- Failure to report to work after the termination of an authorized leave.

Section 4

An employee's seniority shall be used as the employee's basis twice a year in signing up for shifts and days off. An employee's seniority shall be used as the employee's basis for vacation choice signup only in the spring of the year during the traditional vacation signup period. If an employee changes shift after the spring vacation signup, they will not be able to use seniority to negate a less senior employee from a vacation selection already chosen on the employee's new shift.

The total strength of each shift, required reporting times of each shift, and number and types of days off allotted to each shift shall be determined by the Chief of Police or designee in such a manner as to provide the best possible police service.

Throughout the year, the City reserves the right to make shift assignments for efficient and effective police service without regard to seniority.

Section 5

In the event of a change in shift assignment, other than a shift assignment change that is the result of an emergency situation or is of an urgent nature, the affected employee(s) shall be notified at least five (5) calendar days prior to the effective date of the change and upon the request of the affected employee(s), shall also be provided with a statement containing the reason(s) why the change is being made.

ARTICLE 17: PERSONAL DAY

A. Considerations

1. To afford an employee two (2) days with pay per calendar year, not to be deducted from sick leave accumulation, to be scheduled by the employee's supervisor.
2. Approving or disapproving the employee's requested dates for personal days shall be at the sole discretion of the employee's supervisor or authorized representative.
3. The employee's request for a specific day shall be given maximum consideration consistent with the conditions set forth below under B, but final approval is subject to (2) above and denial of the employee's requested date is not a proper subject for a grievance.
4. Exception to (3) above would only be considered as a proper subject for a grievance if the employee alleges that the requested date was disapproved because of arbitrary, capricious, or personal prejudice on the part of the approving authority.
5. The Association recognizes that approval or disapproval of a specific day must consider the efficient level of service due to the general public.

B. Conditions

1. A new employee must have completed at least four (4) full calendar months of the trial period before June 15th of each calendar year in order to be eligible during the calendar year.
2. On January 15th of each year, or upon the completion of four (4) full calendar months of an employee's trial period as stipulated in (1) above, two (2) personal days will be credited to each eligible employee.
3. No employee may request a personal day as the day immediately preceding or following the employee's scheduled vacation period. In the event an emergency situation arises while an employee is on vacation, and such employee has not used the personal day, upon written or telephone request the vacation may be extended one (1) additional day by utilizing a personal day.

4. Under no circumstances shall pay be requested or approved instead of the personal day off with pay.
5. Once a date has been approved for an employee as a personal day it may not be rescheduled except under the most extenuating circumstances; however, it is understood and agreed that the right to cancel and reschedule an employee's personal day is reserved by the supervisor or authorized representative when such extenuating circumstances exist. A date may be canceled and rescheduled by an employee under extenuating circumstances.
6. Employees assigned to a ten (10) hour workday shall receive ten hours at the employee's base rate of pay plus longevity, educational bonus, and shift premium for each personal day. Employees assigned to an eight (8) hour workday shall receive eight (8) hours for each personal day. The Association will not attempt to negotiate an increase in the time off for a personal day from eight (8) hours to ten (10) hours for employees assigned to an eight (8) hour workday.

ARTICLE 18: VACATIONS

Section 1:

Employees covered by this Agreement shall accrue vacation leave on the following basis:

- a) Employees who have completed less than three (3) years of continuous service shall accrue vacation each year at the rate of 3.08 hours per pay period, for a total of eighty (80) hours.
- b) Employees who have completed three (3) years of continuous service, but less than seven (7) years of continuous service shall accrue vacation each year at the rate of 4.62 hours per pay period, for a total of one hundred twenty (120) hours.
- c) Employees who have completed seven (7) years of continuous service, but less than nineteen (19) years of continuous service shall accrue vacation each year at the rate of 6.16 hours per pay period, for a total of one hundred sixty (160) hours.
- d) Employees who have completed nineteen (19) or more years of continuous service shall accrue vacation each year at the rate of 7.70 hours per pay period, for a total of two hundred (200) hours.

Vacation accrual increases on the employee's anniversary date. No employee may accrue more than three hundred twenty (320) hours.

Section 2:

An employee shall receive vacation pay for each hour used at the employee's base rate of pay plus longevity, educational bonus, and shift premium at the time vacation leave is used.

Section 3:

Probationary employees shall not be granted vacation leave until the completion of the Field Training Program, unless authorized by the Chief of Police or designee.

No vacation time shall be accrued during layoff due to lack of work when such layoff exceeds thirty (30) days.

No vacation time shall be accrued during a personal leave of absence when such personal leave of absence extends beyond sixty (60) days.

Section 4:

There shall be no changes in the manner or method of scheduling and approving vacations, unless mutually agreed upon by the Association and the Chief of Police or designee.

Section 5:

An employee who is absent from work due to illness or injury for a period not to exceed two (2) months shall continue to accrue vacation time.

Section 6:

Employees who have six (6) months or more continuous employment shall be paid their unused vacation accrual upon separation from the City. The accrued hours shall be paid at the employee's base rate of pay at the time of separation.

ARTICLE 19: EXCHANGING TOURS OF DUTY

The Shift or Division Commander may grant the request of any two (2) employees to exchange tours of duty or days off, provided they are of the same classification and division. Additionally, corporals may trade with officers, where, in the judgement of the Shift or Division Commander this will not interfere with Department operations, including command function.

Requests for exchanging tours of duty or days off shall be in writing. Days traded with another employee shall occur within a thirty (30) day period. The Shift or Division Commander shall not arbitrarily deny these requests.

Neither employee engaged in the trade time shall have the trade time treated as overtime for the purpose of this Agreement. This section does not preclude the use of Article 23, Overtime, if exigencies of service deem it necessary.

The employee agreeing to replace another employee under this Article shall be deemed responsible for assuring that the trade is completed. Employees accepting the responsibility of working for another employee in a regular workday trade will be responsible for that day/shift and shall find a replacement if unable to work for any reason barring emergencies. Complete shall mean that an employee is on duty for the period of the trade and that no employee involved in the trade shall be permitted the use of any paid leave provision of this Agreement for the period of the trade.

Should an emergency situation arise, which renders an employee unable to work the traded tour of duty as scheduled, said hours shall be scheduled by the Chief of Police or designee to meet the needs of the City within 30 days from the date of the trade. Should the emergency situation extend beyond 30 days, said hours should be scheduled to work at the earliest opportunity at the discretion of the Chief of Police or designee. If an employee separates from the City prior to completing the trade, those hours shall be deducted from the employee's final pay.

Should the responsible employee not fulfill their obligation of the trade due to an unexcused absence, the employee will be subject to disciplinary action.

Employees involved in trading time will not be eligible for a change in their shift premium.

Trading shifts shall be strictly voluntary and solely at each employee's discretion. No employee is required to agree to a trade. No employee shall be subject to any reprisal or coercion regarding any trade request or refusal of the same. Any employee shall be absolutely free to refuse any trade request. No employee shall be required to provide any reason whatsoever for any such refusal.

ARTICLE 20: HOLIDAYS

Section 1

The following calendar days of the year shall be considered as holidays insofar as the administration of City business is concerned. When the term "holiday" is used it shall be construed to be the following days:

New Year's Day	January First
Martin Luther King's Birthday	Third Monday in January
Memorial Day	Last Monday in May
Juneteenth	June Nineteenth
Independence Day	July Fourth
Labor Day	First Monday in September
Veterans Day	November Eleventh
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday following Thanksgiving Day
Christmas Eve	December Twenty-Fourth
Christmas Day	December Twenty-Fifth
New Year's Eve	December Thirty-First

For all employees covered under the terms of this agreement, For shift employees, holidays shall be observed on the day of legal recognition by the State of Iowa.

For all employees covered under the terms of this agreement, For shift employees, the holiday shall commence at 12:00 midnight the day of the holiday and end at 11:59 p.m. the same day.

Section 2

An employee shall forfeit the right to payment for a holiday if scheduled to work the holiday and does not report unless excused by the City for the following reasons:

- A. Formal leave of absence.
- B. Job incurred injury.
- C. Funeral leave.
- D. Subpoena as a witness.
- E. Illness or injury of less than two (2) months duration with proper doctor's documentation.
- F. Excused absence approved in writing by and at the sole discretion of the Chief of Police.

Section 3 – Holiday Pay

Employees shall receive one and one-half times the base rate of pay for all hours worked on the holiday.

Section 4 – Holiday Paid Leave

Employees who are eligible for holiday pay or holiday paid leave shall be paid eight (8) hours at the base rate of pay for each holiday.

Eligible employees shall have the option to convert up to 16 hours of holiday paid leave to compensatory time for two (2) of the named holidays. Time off instead of holiday pay shall be administered in accordance with the procedure covering the use of compensatory time.

ARTICLE 21: LONGEVITY

Section 1

Longevity payment shall represent a percentage of an employee's base rate of pay based upon an employee's length of service in a full-time position. Longevity payment shall represent compensation in addition to an employee's base rate of pay.

Longevity payments shall be made each payday in accordance with the longevity pay plan set forth in Section 2 of this Article.

Section 2

Longevity payments shall be made in accordance with the following schedule:

After five (5) years of continuous service	1% of base rate of pay
After ten (10) years of continuous service	2% of base rate of pay
After fifteen (15) years of continuous service	3.5% of base rate of pay
After twenty (20) years of continuous service	5% of base rate of pay
After twenty-five (25) years of continuous service	7% of base rate of pay

Section 3

Continuous service shall mean service with the City uninterrupted by resignation, discharge or personal leave of absence without pay exceeding sixty (60) days in the preceding twelve (12) months.

ARTICLE 22: EDUCATIONAL BONUS PLAN

Except as herein provided, in order to qualify for the Educational Bonus Plan, employees must have completed sixty (60) semester hours of college-level course work at an accredited university or college with a minimum of twelve (12) hours of course work in professional law enforcement development.

A minimum of an overall grade of "C" will be required.

Courses which are applicable within the twelve (12) required in professional Law Enforcement Development Courses are those which lead directly to the enhancement of the officer's performance of his/her duty as a Police Officer. Such courses are exemplified by the partial listing which follows:

- A. Law Enforcement, Police Administration, Criminal Law, Juvenile Delinquency, Correctional Philosophy and other core Police Science courses.
- B. Interviewing as related to Law Enforcement, Traffic Administration, Criminal Investigation, Police-Community Relations, Criminal Procedures and Evidence, and other professional development courses.
- C. Behavioral and Social Science courses such as American Government, Public Administration, Legislative Process, American Political Parties, Judicial Process, Municipal Government and Urbanism and American Constitutional Law.
- D. Certain Psychology courses such as General Psychology, Social Psychology, Personal and Industrial Psychology, Abnormal and Criminal Psychology.
- E. Certain Sociology courses such as Principles of Sociology, Social Problems, Race and Ethnic Relations, Criminology, Sociological Research, and various courses aimed at improvement of the individual law enforcement function.

The Educational Bonus Plan will apply as follows:

Patrol Officer	5% of the base rate of pay
Corporal	5% of the base rate of pay

To apply for this educational benefit an officer must submit to the Chief of Police or designee a stamped transcript of his/her college or university credits for consideration. The final determination of eligibility shall be made by the Chief Human Resources Officer.

Employees hired or appointed to the position of Patrol Officer shall not be covered by the terms of this Article until they have completed twelve (12) months of continuous service as a City of Dubuque Police Officer.

ARTICLE 23: OVERTIME AND SUPPLEMENTAL PAYS

Section 1 – Overtime

Except as otherwise provided in this Article, one and one-half (1 1/2) times the regular rate of pay shall be paid for all hours worked outside a scheduled workday or a scheduled work week. For employees assigned to an eight (8) hour workday, daily overtime will commence after eight (8) hours and eighteen (18) minutes have elapsed from the designated reporting time of the employee. For employees assigned to a ten (10) hour workday, daily overtime will commence after ten (10) hours and eighteen (18) minutes have elapsed from the designated reporting time of the employee.

Employees who are eligible to receive overtime may be granted time off in order to compensate for and instead of overtime payment. Compensation shall not be paid more than once for the same hours of work under any provision of this Article or Agreement. When overtime is required, it must be approved by the employee's supervisor. The maximum accrual of compensatory time shall be eighty (80) hours.

Section 2 – Court Appearance/Witness Fee

Employees shall be paid a minimum of two (2) hours at two (2) times their regular rate of pay as witness fee or if the employee spends more than two (2) hours in court, the employee shall be paid two (2) times their regular rate of pay for the total hours spent in court during an employee's previously scheduled vacation time. This provision does not apply to the employee's court appearance on a personal day.

Employees shall be paid a minimum of two (2) hours at 1 ½ times their regular rate of pay as witness fee or if the employee spends more than two (2) hours in court, the employee shall be paid 1 ½ times their regular rate of pay for the total hours spent in court. If court abuts the employee's regular work hours, the employee shall receive pay equal to the actual hours spent in court. If court begins or ends within 30 minutes of an employee's regular work hours, the employee shall receive pay for the actual hours spent in court.

Section 3 – Field Training Officer Supplemental Pay

An employee who is assigned the duties of Field Training Officer shall receive two (2) hours of compensatory time off or two (2) hours of pay at the base rate of pay for each ten (10) hour day or one and six tenths (1.6) hours of compensatory time off or one and six tenths (1.6) hours of pay at the base rate of pay for each eight (8) hour day during which the employee is assigned as a Field Training Officer and works with a police officer during an employee's trial period.

Section 4 – Travel Time

Travel time related to attending training sessions and that is defined by the Fair Labor Standards Act as compensable hours of work, will be paid in accordance with this Agreement.

Section 5 – Performance of K-9 Officer Duties

An employee who is assigned to and performs the duties of K-9 Officer shall receive an additional thirty (30) minutes of compensatory time or thirty (30) minutes of pay at their regular rate per calendar day. This pay shall count as actual hours worked for FLSA purposes but shall not be eligible for contractual overtime purposes pursuant to this agreement.

ARTICLE 24: SHIFT PREMIUM

Section 1 - Rates

Employees assigned to a ten (10) hour workday shall receive shift premium as follows:

<u>Work Schedule</u>	<u>Rate</u>
<u>3:00 p.m. to 1:00 a.m.</u>	<u>\$.25 per hour</u>
<u>7:00 p.m. to 5:00 a.m.</u>	<u>\$.30 per hour</u>
<u>11:00 p.m. to 9:00 a.m.</u>	<u>\$.35 per hour</u>

Employees assigned to an eight (8) hour workday shall receive shift premium as follows:

<u>Work Schedule</u>	<u>Rate</u>
<u>3:00 p.m. to 11:00 p.m.</u>	<u>\$.25 per hour</u>
<u>11:00 p.m. to 7:00 a.m.</u>	<u>\$.35 per hour</u>

An employee whose regularly scheduled workday ends after 7:00 p.m. shall receive a shift premium for all hours scheduled. The shift premium will be paid at the rate in the above schedule where the majority of the regularly scheduled hours fall. For example, if an employee regularly works from 1:00 p.m. to 9:00 p.m., they will receive a shift premium for their entire shift and the shift premium will be paid at the 3:00 p.m. to 1:00 a.m. rate (\$.25 per hour).

When an employee uses vacation time, compensatory time, sick leave, bereavement leave, or any other recognized paid short-term leave of absence, their rate of pay shall include the normally received shift premium. The normally received shift premium will also be paid to officers who are attending training during traditional daytime hours, provided the training does not last longer than two calendar weeks.

Section 2 – Extended Leave or Reassignment

When an employee takes an extended leave of absence, their rate of pay shall not include a shift premium. For the purposes of this section, an extended leave of absence will be defined as continuous leave lasting longer than two calendar weeks. Specific examples of paid leaves for which shift premium does not apply from the onset of the leave include, but are not limited to, paid parental leave and other planned leaves that extend beyond two weeks.

Employees who are normally scheduled to work during a shift that qualifies for shift premium pay shall not receive shift premium if they are reassigned to a shift that no longer qualifies and the newly assigned schedule will last longer than two calendar weeks. Reassignment for which shift premium does not apply from the onset of the reassignment include, but are not limited to, training, light duty, and restricted duty shifts planned to extend beyond two weeks.

ARTICLE 25: GROUP INSURANCE

Section 1 – Health and Prescription Drug Insurance

Employees shall pay 15% of the cost of the premium established for the health and prescription drug insurance plan for which the employee is enrolled. The premium for the health and prescription drug insurance plan shall be the premium established for retirees and COBRA enrollees.

Health Plan

Plan Design	In Network	Out-of-Network
Annual Out-of-Pocket Maximum	\$800/\$2,400	\$1,500/\$4,500
Office Visit	\$25 copay	
Specialty Doctor Visit	\$25 copay	
Outpatient Services	\$40 copay	
Emergency Room	\$150 copay	
Urgent Care	\$40 copay	

Prescription Drug Plan

Plan Design	In Network	Out-of-Network
RX - Retail	\$5 Generic	
	\$15 Brand Name Formulary	
	\$25 Brand Name Non-Formulary	
RX – Mail Order	\$10 Generic	
	\$30 Brand Name Formulary	
	\$50 Brand Name Non-Formulary	

The City shall establish and maintain a health insurance committee composed of representatives of the bargaining units and non-bargaining units. Representation will be proportionate to their percentage of the employees eligible for health insurance. The bargaining unit shall select their representatives on the committee.

The above plan design components will remain in force unless and until the healthcare insurance plan providers require a change in which case the change will be shared with the health insurance committee. Changes also may be made after potential changes have been reviewed by the health insurance committee and it has made a recommendation for any changes to health insurance. Any changes will be incorporated into this agreement by this reference.

Section 2 – Life/Accidental Death and Dismemberment Insurance

The City shall pay the full cost of a life insurance and accidental death and dismemberment insurance policy for all employees covered by this Agreement. Employees are eligible for coverage the first day of the month following the completion of thirty days of continuous service in a full-time position.

Employees who retire shall receive a life insurance policy. Eligibility and amount of coverage shall be in accordance with the terms of the life insurance master agreement.

Section 3 – Disability Income Protection Insurance

Disability income protection insurance policy shall be provided to all employees covered by this Agreement. The cost of such coverage shall be paid in full by the City.

Employees are eligible for coverage the first of the month following the completion of thirty days of continuous service in a full-time position.

Section 4 – Master Insurance Agreements

Specific benefits of each aspect of the group insurance plan are set forth in master agreements which shall in all cases be the determining factor as to eligibility and amounts of coverage extended to each employee.

Section 5 – Coverage During Extended Illness or Injury

The City shall continue to pay its portion of the cost of the group insurance premiums for a period not to exceed fourteen (14) months from the day an employee is absent due to a non-job related illness or injury or for a period equivalent to the employee's length of continuous service in a full-time position prior to the day of absence due to the non-job related illness or injury, whichever is less. The City shall continue to pay its portion of the cost of the group insurance premiums for a period not to exceed fourteen (14) months from the day an employee is absent due to a job-related illness or injury. Group insurance plans include health insurance, prescription drug insurance, life/accidental death and dismemberment insurance and disability income protection insurance.

Section 6 – Termination Of Insurance Benefits

When a covered employee is discharged, laid off, resigns, retires or dies, the City shall discontinue payment of all insurance premiums. Insurance benefits for dependents terminate when the dependent ceases to be eligible as a dependent or when the

employee withdraws the authorization for dependent insurance coverage. In compliance with applicable Federal and State laws, employees and their eligible dependents are entitled to continue their health insurance coverage after termination of employment at their expense. Requests for continuation of health insurance benefits must be made in writing to the Personnel Office.

Section 7 – Coverage During A Leave Of Absence Without Pay

An employee may elect to continue group insurance coverages while on a leave of absence without pay. During such leave the employee shall be responsible for paying the full cost of all group insurance premiums except for a leave of absence without pay granted in accordance with the Family and Medical Leave Act of 1993.

Section 8 – Flexible Spending Accounts

The City shall provide IRS Section 125 Flexible Spending Accounts for medical and dependent care expenses and health, prescription drug and dental insurance premiums.

ARTICLE 26: CALL BACK AND STANDBY

Section 1: Call Back

Except as otherwise provided in this Article, an employee who, having left the premises after an employee's regular shift, is recalled for additional work shall receive not less than two (2) hours pay at 1 ½ times the employee's regular rate of pay. When such work merges with the employee's regular workday this provision does not apply.

For the purposes of meetings and trainings scheduled outside of, and in addition to, an employee's normal workday, the employee shall receive not less than two (2) hours pay at 1 ½ times the employee's regular rate of pay.

Call back begins when the employee arrives at, and begins work, on the premises or location at which the need for call back was initiated.

Section 2: Standby

The City has the right to determine who is on standby and the operationally needed number of employees on standby.

- A) Employees assigned to the Drug Task Force on standby will receive, at their option, either six (6) hours at their base rate of pay or six (6) hours of compensatory time for each full week they are on standby.

- B) Employees assigned to the Criminal Investigations Division on standby will receive at their option, either four (4) hours at their base rate of pay or four (4) hours of compensatory time for each full week they are on standby.

Standby pay shall not be considered hours worked for purposes of overtime eligibility. Employees who are on standby, but are not available for work, will not receive standby pay and will be subject to disciplinary action.

ARTICLE 27: WORK BREAKS

Employees may be allowed two (2) work breaks during each shift. Each break shall not exceed ten (10) minutes in length.

An employee shall be allowed one (1) meal break during each shift. The meal break shall not exceed thirty (30) minutes in length.

Employees are not guaranteed work breaks if operational circumstances do not permit. No additional compensation shall be provided if a work break is missed or interrupted. Officers working scheduled or unscheduled overtime shall be entitled to one (1) work break per four (4) hours worked.

ARTICLE 28: GRIEVANCE PROCEDURE

A grievance is a difference of opinion between an employee or a group of employees, or between the City and the Association with respect to the meaning, interpretation or application of any term or terms of this Agreement.

The City is desirous of equitable and prompt adjustment of problems or grievances of the employees. These shall be settled orally whenever possible between the supervisor and the employee when the problem or grievance originates. An employee wishing to exercise the grievance procedure shall be entitled to have another Association member of his/her choice present as a witness during any presentation of the grievance to any officer of the department. The witness shall not become a party to the dispute but shall serve only as a witness.

In the case of duty or shift assignments the aggrieved officer may present the grievance but shall not be allowed to delay or avoid the assignment beyond that time necessary for presentation of the grievance to the supervisor responsible for the assignment.

A. Oral Proceedings

Step 1

Within ten (10) calendar days after the alleged grievance has occurred, the employee and supervisor shall orally discuss the grievance in an attempt to resolve the issue.

Step 2

The City shall not be obligated to accept a written grievance until such grievance has been discussed orally between the grieving officer, a supervisor and the Chief of Police.

B. Written Proceedings

Step 1

A grievance not settled after oral discussion, as outlined above, within seven (7) calendar days may be reduced to writing and presented to the Chief of Police.

The nature of the complaint shall be clearly defined so that the Chief of Police will have a fair opportunity to locate the cause of the problem and settle the matter. The Chief of Police shall answer in writing within seven (7) calendar days after receipt of the grievance.

Step 2

If the grievance is not settled in Step 1, within seven (7) calendar days after receiving the answer, a written request may be addressed to the Chief of Police for a meeting with the City Manager. If the request is denied by the Chief of Police a written appeal may be sent directly to the City Manager, following written notice to the Chief of Police of intention to appeal.

Within fourteen (14) calendar days of receipt of request for a meeting or written appeal, the City Manager or a designated representative (from outside the Police Department) shall hear matters pertinent to the grievance. The chairperson of the Welfare Committee or the designee of the Association may be present at the request of the aggrieved employee or at the request of the President of the Association. The aggrieved employee may not choose anyone other than the designated person of the Association to represent him/her in this hearing. The City Manager shall give a written answer fourteen (14) calendar days after this meeting.

Step 3

For employees under Civil Service and for issues covered by the Civil Service Act, if a grievance is not settled in Step 2 the employee has recourse of the Civil Service Act and shall follow its provisions outlined under Chapter 400, Code of Iowa.

If the grievance is not settled in Step 2, within twenty (20) calendar days after receiving the City's written answer, either party may notify the other party in writing and submit the grievance to arbitration. An impartial arbitrator shall be chosen by mutual consent by the Association and the City as soon as possible after receipt of a request for arbitration. If the parties do not agree upon the selection of an arbitrator within fifteen (15) calendar days after the receipt of the request for arbitration, the Public Employment Relations Board shall be requested to furnish a list of five (5) arbitrators. The party requesting arbitration shall first strike the name of one (1) person on the list and the other party shall then strike one (1) name and then the process is repeated. The remaining name shall be the arbitrator.

An arbitrator's decision on a grievance may not change or amend the terms, conditions or applications of the Collective Bargaining Agreement. Such procedures shall provide for invoking of arbitration only with the approval of the employee organization, and in the case of an employee, only with the approval of the public employee. The cost of arbitration shall be shared equally by the parties.

Association representatives, when carrying out procedures in Step 1 and Step 2 in the Grievance Procedure, shall be allowed to leave their work after the supervisor's approval and shall suffer no loss of pay, not including overtime pay. The City shall not be responsible for pay to Association employees involved in any matter relating to arbitration proceedings or Civil Service proceedings.

Time limits set forth in this policy may be waived by mutual consent of the principal parties. Time limits may be waived upon submission of a written statement of inability to act for good cause and setting forth another date of intended action. Good cause shall include, but not be limited to, the absence of principals to the grievance.

If the City does not answer a written appeal within the time limits specified in the written proceedings, the Association may elect to treat the grievance as a denial of that step, and immediately appeal the grievance to the next step. If the Association fails to file a written appeal within the time limits specified in the written proceedings, the grievance may be appealed automatically to the next step.

ARTICLE 29: NONDISCRIMINATION

There shall be no discrimination against any employee in the bargaining unit by either party to this Agreement because of mental or physical disability, age, sex, marital status, race, color, religion, national origin, sexual orientation or political affiliation. Complaints involving an allegation of discrimination may be filed with the appropriate agency but shall not be a proper subject for the grievance procedure of this Agreement or the appeal procedure set forth in Chapter 400, Code of Iowa.

ARTICLE 30: SAVINGS CLAUSE

Should any Article, Section or portion thereof of this Agreement be restrained or held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified Article, Section or portion thereof restrained or declared null and void in the decision and the remainder of this Agreement shall remain in full force and effect.

ARTICLE 31: DURATION AND NEGOTIATIONS

This Agreement shall be effective the first day of July, 2024 and shall remain in full force and effect through the thirtieth day of June, 2029. Negotiations for a succeeding Agreement to become effective on July 1, 2029, shall begin after August 15, 2028, but not later than October 15, 2028.

Signed this 20th day of March, 2024

DUBUQUE POLICE
PROTECTIVE ASSOCIATION



PRESIDENT – Kurt Rosenthal



Travis Kramer



Chris Gorrell



Nick Schlosser

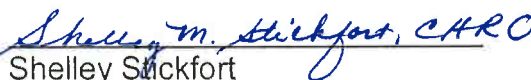


Thomas Warner

CITY OF DUBUQUE, IOWA



MAYOR – Brad Cavanagh



Shelley Stickfort



Jeremy Jensen



Joseph Messerich



Jason Pace

ATTEST:



ADRIENNE BREITFELDER, CITY CLERK

APPENDIX A

WAGE PLAN

Section 1: Pay Plan (FY2025)

The following salary schedules shall represent the base rate of pay for positions covered by this Agreement effective 07/01/2024 through 06/30/2025:

Step #	Years of Service	Patrol Officer Hourly (P-01)	Patrol Officer Bi-Weekly (P-01)	Corporal Hourly (P-02)	Corporal Bi-Weekly (P-02)
1	Entry	31.24	2499.20	38.31	3064.80
2	6 months	32.09	2567.20	39.80	3184.00
3	1.5 years	33.77	2701.60	41.23	3298.40
4	2.5 years	34.73	2778.40	41.90	3352.00
5	3.5 years	35.25	2820.00	42.38	3390.40
6	4.5 years	35.68	2854.40		
7	5.5 years	36.11	2888.80		
8	6.5 years	36.54	2923.20		
9	7.5 years	36.97	2957.60		
10	8.5 years	37.49	2999.20		
11	9.5 years	37.91	3032.80		

Section 2: Pay Plan (FY2026)

The following salary schedules shall represent the base rate of pay for positions covered by this Agreement effective 07/01/2025 through 06/30/26:

Step #	Years of Service	Patrol Officer Hourly (P-01)	Patrol Officer Bi-Weekly (P-01)	Corporal Hourly (P-02)	Corporal Bi-Weekly (P-02)
1	Entry	31.71	2536.80	41.09	3287.20
2	6 months	32.57	2605.60	42.69	3415.20
3	1.5 years	34.28	2742.40	44.22	3537.60
4	2.5 years	35.25	2820.00	44.94	3595.20
5	3.5 years	36.13	2890.40	45.45	3636.00
6	4.5 years	36.84	2947.20		
7	5.5 years	37.55	3004.00		
8	6.5 years	38.27	3061.60		
9	7.5 years	39.00	3120.00		
10	8.5 years	39.83	3186.40		
11	9.5 years	40.66	3252.80		

Section 3: Pay Plan (FY2027)

The following salary schedules shall represent the base rate of pay for positions covered by this Agreement effective 07/01/2026 through 06/30/27:

Step #	Years of Service	Patrol Officer Hourly (P-01)	Patrol Officer Bi-Weekly (P-01)	Corporal Hourly (P-02)	Corporal Bi-Weekly (P-02)
1	Entry	32.26	2580.80	43.39	3471.20
2	6 months	33.14	2651.20	45.08	3606.40
3	1.5 years	34.88	2790.40	46.69	3735.20
4	2.5 years	35.87	2869.60	47.45	3796.00
5	3.5 years	37.03	2962.40	48.00	3840.00
6	4.5 years	37.94	3035.20		
7	5.5 years	38.87	3109.60		
8	6.5 years	39.81	3184.80		
9	7.5 years	40.76	3260.80		
10	8.5 years	41.82	3345.60		
11	9.5 years	42.94	3435.20		

Section 4 – Pay Plan (FY2028/FY2029)

This Agreement will be reopened as to the wage plan appendix for FY2028 and FY2029.

Section 5 – Promotion Wage Base Rate

Upon promotion an employee shall be placed in the first step of their new pay grade except in cases where the increase to the first step would be less than a one (1) pay grade step increase. Under those circumstances the promoted employee shall be placed

in such a step in the new pay grade as may be necessary to give the employee at least a one (1) pay step increase.

If an employee is promoted to the lowest step in the classification, the employee's performance shall be reviewed after six (6) months and if satisfactory, shall be advanced to the next step in the classification. On the other hand, if the employee is promoted to a step other than the starting step in the classification then the employee's performance shall be reviewed after twelve (12) months and if satisfactory, shall be advanced to the next step and yearly thereafter until the employee has reached Step 5.

**City of Dubuque
City Council**

ACTION ITEMS # 4.

ITEM TITLE: Award of Construction Contract Water System Improvements
2024 North English Road Water Main Extension Project

SUMMARY: City Manager recommending City Council award the
construction contract for the Water System Improvements –
2024 North English Road Water Main Extension project to
Top Grade Excavating, of Farley, IA in the amount of
\$1,487,135.00.
RESOLUTION Awarding contract for the North English Road
Water Main Extension Project

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

ATTACHMENTS:

1. MVM Memo
2. N English RD WM Extension Award Memo 9.29.2025
3. Letting (Cons, Award, Delegate) (Dubuque #26 2025)-v2
4. Award Recommendation Letter - Origin
5. Bid Tabulation - North English Road Water Main Extension

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

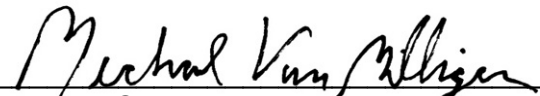
SUBJECT: Water System Improvements 2024 N English Rd Water Main Extension Project - Award Construction Contract

DATE: October 1, 2025

Water Department Director Christopher Lester is recommending City Council award the construction contract for the Water System Improvements – 2024 North English Road Water Main Extension project to Top Grade Excavating, of Farley, IA in the amount of \$1,487,135.00.

The lump sum bid of \$1,487,135.00 is 13% lower than the engineer's estimate of \$1,700,000.00.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Christopher Lester, Water Department Director
Jennifer Larson, Chief Financial Officer
Eldon Schneider, Water Project Supervisor
Carl Plumley, Water Distribution Supervisor

TO: Michael C. Van Milligen, City Manager

FROM: Christopher Lester, Water Department Director

DATE: September 29, 2025

SUBJECT: Water System Improvements 2024 N English Rd Water Main Extension Project -
Award Construction Contract

INTRODUCTION

The purpose of this memorandum is to request award of the Water System Improvements – 2024 North English Road Water Main Extension project to Top Grade Excavating, of Farley, IA in the amount of \$1,487,135.00.

BACKGROUND

The City of Dubuque's Water Department has identified a phased capital improvement program to extend and make necessary improvements throughout the community. The improvements are primarily associated with the water distribution system. These improvements will address water resiliency, reduce bottlenecks, improve water storage and pumping at key locations throughout the community to support the existing customer base and prepare the city for increased demands associated with existing and new customers. The improvements will also assist the City's need to reduce and better manage dead-end water mains and other areas where the water age and water quality can suffer due to lack of circulation.

In 2022, Origin Design was awarded the City-Wide Water Distribution System, Storage, and Pumping Improvements Project and completed the preliminary design identifying five (5) capital projects.

One of the five projects is the North English Road Water Main Extension project that will bring water service to a portion of the SW Arterial, starting at Edval Lane and N. Cascade Road, west along the SW Arterial to North English Road. This project will allow continued extensions, looping water main along the SW Arterial between USHWY 151/61 to USHWY 20 while also providing service between pressure zones and increasing water service reliance to the city's southern and western most customers.

Origin also prepared and assisted the City in securing an Iowa SRF loan for the proposed improvements, and a Planning and Design Loan.

DISCUSSION

Origin Design has completed the plans and specifications for the installation of a 12-inch water main extension, beginning at Edval Lane on North Cascade Road and extending south to the Southwest Arterial. At the intersection with the Southwest Arterial, the main increases to

16 inches in diameter and continues west to North English Mill Road, where it turns north and extends approximately 1,100 feet along North English Road. The North English Road water main extension creates a path for a future loop and connection of Pressure Zone 3 and 4, when in later phases it can extend to English Mill Road and then south to the English Mill Pump Station.

This project has been awarded funding through the Iowa State Revolving Fund (SRF) program and was originally advertised for bids on June 18, 2025. Following a design modification to upsize the water main along North English Road from 12 inches to 16 inches, an addendum and revised Notice to Bidders were required. As a result, a new public hearing date was scheduled for August 18, 2025. The revised Notice to Bidders was posted on the City of Dubuque website and the Construction Update Plan Room on July 22, 2025.

Sealed bids for the Water System Improvements – 2024 North English Road Water Main Extension project were received and publicly opened on August 21, 2025. Top Grade Excavating, Inc, of Farley, Iowa submitted the apparent low bid in the amount of \$1,478,135.00.

A summary of the bid proposals received is as follows:

Item No.	Contractor Name	Lump Sum Bid Amount
1	Top Grade Excavating	\$1,487,135.00
2	Tschiggfrie Excavating	\$1,571,495.00
3	Shift General Contracting	\$1,574,525.50
4	Midwest Concrete	\$1,579,545.00
5	Portzen Construction	\$1,697,319.00
6	Pirc-Tobin Construction	\$1,715,464.50
7	Boomerang Corp.	\$1,767,333.00
8	Connolly Construction	\$1,805,997.00
9	Eastern Iowa Excavating & Concrete	\$2,138,833.65

The lump sum bid of \$1,487,135.00 is 13% lower than the engineer's estimate of \$1,700,000.00.

BUDGET IMPACT

The estimate of probable and awarded costs for the project are summarized as follows:

Description	Estimate	Award
Construction	\$1,700,000.00	\$1,487,135.00
Contingency 10%	\$170,000.00	\$148,713.50
Total Project Cost	\$1,870,000.00	\$1,635,848.50

The funding summary is:

CIP	Funding Source	Amount
4281000048	State of Iowa Revolving Fund	\$1,782,000.00
	Total Project Funding	\$1,782,000.00

Of the SRF funds in the amount of \$1,782,000.00, the project has adequate funding for the total construction cost plus 10% construction contingency of \$1,635,848.50.

ACTION TO BE TAKEN

I respectfully request that the City Council award the construction contract for the Water System Improvements – 2024 North English Road Water Main Extension project to Top Grade Excavating, of Farley, IA in the amount of \$1,487.135.00.

cc: Jennifer Larson, Chief Financial Officer
Eldon Schneider, Water Project Supervisor
Carl Plumley, Water Distribution Supervisor

October 1, 2025

VIA EMAIL

Jenny Larson
Chief Financial Officer
Dubuque, Iowa

Re: North English Road Water Main Extension Project
Our File No. 430411-26

Dear Jenny:

We have prepared and attach proceedings related to further consideration of bids and award of a construction contract for the North English Road Water Main Extension Project.

The materials attached include the following items:

1. Minutes of the October 6, 2025, City Council meeting reflecting further reporting and consideration of the construction bids received for the Project, followed by the resolution awarding the contract and fixing the amount of the performance and/or payment bonds. This resolution also authorizes the execution of the contract, subject to the receipt of the performance and payment bonds and a written determination by the Project Engineers that such bonds and other contract documents are satisfactory.

2. Attestation Certificate with respect to the validity of the transcript.

As these proceedings are completed, please return one fully executed copy to our office.

If you have any questions, please contact Emily Hammond or me.

Best regards,

David D. Grossklaus

John P. Danos

Attachments

cc: Christopher Lester
Crenna Brumwell
Adrienne Breitfelder
Origin Design

MINUTES OF MEETING TO FURTHER
CONSIDER BIDS AND AWARD
CONTRACT

430411-26 (L)

Dubuque, Iowa

October 6, 2025

The City Council of the City of Dubuque, Iowa, met on October 6, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, in the City, pursuant to posted notice. The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

• • Other Business • •

MOTION TO APPROVE RESOLUTION

Council Member _____ introduced the resolution next hereinafter set out, and moved that the said resolution be adopted; seconded by Council Member _____.

The Mayor announced that bids for the construction of the North English Road Water Main Extension Project had been received before 2:00 p.m., on August 21, 2025, in the office of the City Clerk, City Hall-First Floor, 50 West 13th St, Dubuque, Iowa, and that on the same day, at the same time, in the City Hall-Conference Room A, 50 West 13th St, in the City, such bids had been opened and read. The bids were initially reported to the Council on September 2, 2025, and this was the time and place set for the consideration of such bids.

Thereupon, the results of the bidding were reported, and Origin Design Co. (the “Project Engineers”) made their recommendations thereon to the City Council. The bids received for the construction of the North English Road Water Main Extension Project are as follows:

Name and Address of Bidder

Amount of Bid

(List here or attach a sheet listing proposals received.)

After due consideration thereof by the City Council, the Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the said motion duly carried and the said resolution duly adopted.

RESOLUTION NO. _____

Resolution awarding contract for the North English Road Water Main Extension Project

WHEREAS, pursuant to notice duly posted in the manner and form prescribed by resolution of the City Council of the City of Dubuque, Iowa, and as required by law, bids and proposals were received by this Council for the North English Road Water Main Extension Project (the "Project"); and

WHEREAS, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the Project;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Dubuque, Iowa, as follows:

Section 1. The bid for the Project submitted by the following contractor is fully responsive to the plans and specifications for the Project, is heretofore approved by the City Council, and is the lowest responsible bid received, such bid being as follows:

<u>Name and Address of Contractor</u>	<u>Amount of Bid</u>
_____	\$ _____

Section 2. The contract for the Project is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contract to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidder's written proposal.

Section 3. The Mayor and City Clerk are hereby authorized and ordered to enter into a written contract with said contractor for the Project, but only after the contractor submits the performance and/or payment bonds which are required by the contract documents, and after the Project Engineers submit a written determination that such surety bonds and the other contract documents are satisfactory. No additional City Council action shall be required to approve the executed contract or surety bonds.

Section 4. The amount of the contractor's performance and/or payment bonds is hereby fixed and determined to be 100% of the amount of the contract.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved October 6, 2025.

Mayor

Attest:

City Clerk

• • Other Business • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
DUBUQUE COUNTY
CITY OF DUBUQUE

SS:

I, the undersigned, City Clerk of the City of Dubuque, Iowa, hereby certify that the attached is a true, correct and complete transcript of the proceedings had and action taken by the City Council up to the present time in connection with the North English Road Water Main Extension Project, including a true, correct and complete copy of the resolution referred to in such minutes.

WITNESS MY HAND this _____ day of _____, 2025.

City Clerk

August 21, 2025

Chris Lester, Water Department Director
City of Dubuque
1902 Hawthorne St.
Dubuque, IA 52001

Re: **City of Dubuque**
Water System Improvements 2024
North English Road Water Main Extension
Award Recommendation
Project No.: 21197

Dear Chris:

In accordance with owner instructions, bids for the Water System Improvements 2024 North English Road Water Main Extension project were opened and read at 2:00 p.m. on August 21, 2025. Ten bids were received for this project, however when tabulating the bids it was discovered that Temperley Excavating used an incorrect bid schedule which renders their bid nonresponsive. The bid results for the nine bidders are as follows:

Contractor	Bid Total
Top Grade Excavating	\$1,487,135.00
Tschiggfrie Excavating	\$1,571,495.00
Shift General Contracting	\$1,574,525.50
Midwest Concrete	\$1,579,545.00
Portzen Construction	\$1,697,319.00
Pirc-Tobin Construction	\$1,715,464.50
Boomerang Corp.	\$1,767,333.00
Connolly Construction	\$1,805,997.00
Eastern Iowa Excavating & Concrete	\$2,138,833.65

After reviewing the bids, it was determined the low bid was submitted by Top Grade Excavating, Inc. of Farley, Iowa, in the amount of \$1,487,135.00.

Top Grade Excavating has the experience, workforce and equipment to properly complete this contract. We recommend award of the North English Road Water Main Extension project to Top Grade Excavating in the amount of \$1,487,135.00.

The engineer's estimate was \$1,700,000.00. The low bid of \$1,487,135,000.00 is \$212,865.00 or 13% below the engineer's estimate.

Sincerely,
Origin Design Co.



Marc Ruden, PE
Water Resources Team Leader

CITY OF DUBUQUE, IOWA
WATER SYSTEM IMPROVEMENTS 2024
NORTH ENGLISH ROAD WATER MAIN EXTENSION



BID SCHEDULE
AUGUST 21, 2025 PAGE 1 OF 4

NO.	DESCRIPTION	QUANTITY	TOP GRADE EXCAVATING		TSCHIGGFRIE EXCAVATING		SHIFT GEN. CONTRACTING		MIDWEST CONCRETE		PORTZEN CONSTRUCTION	
			UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
			PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
Division 2010 - Earthwork, Subgrade, and Subbase												
1	Clearing and Grubbing C	1 LS	\$8,000.00	\$8,000.00	\$21,400.00	\$21,400.00	\$500.00	\$500.00	\$7,500.00	\$7,500.00	\$6,500.00	\$6,500.00
2	Topsoil, On-site	2420 CY	\$6.00	\$14,520.00	\$9.70	\$23,474.00	\$2.00	\$4,840.00	\$7.25	\$17,545.00	\$9.00	\$21,780.00
3	Subbase, Granular Subbase Gr 12a (Granular Subbase Pile)	80 TON	\$17.00	\$1,360.00	\$25.00	\$2,000.00	\$18.00	\$1,440.00	\$30.75	\$2,460.00	\$32.00	\$2,560.00
Division 3010 - Trench Excavation and Backfill												
4	Rock Excavation	100 CY	\$65.00	\$6,500.00	\$42.00	\$4,200.00	\$70.00	\$7,000.00	\$150.00	\$15,000.00	\$75.00	\$7,500.00
5	Replacement of Unsuitable Backfill Material, Gr 12a (Gran Subbase Pile)	2700 TON	\$17.00	\$45,900.00	\$19.00	\$51,300.00	\$15.00	\$40,500.00	\$16.75	\$45,225.00	\$14.00	\$37,800.00
6	Class I, Bedding Material, Gradation 3 (ASTM 57)	200 TON	\$20.00	\$4,000.00	\$29.00	\$5,800.00	\$16.00	\$3,200.00	\$26.75	\$5,350.00	\$34.00	\$6,800.00
7	Class II, Bedding Material Gradation 30 (Granular Base Pile)	5750 TON	\$17.00	\$97,750.00	\$19.00	\$109,250.00	\$15.00	\$86,250.00	\$9.60	\$55,200.00	\$14.00	\$80,500.00
Division 5010 - Pipe and Fittings												
8	Water Main, Trenched, DIP, 6"	110 LF	\$82.00	\$9,020.00	\$74.00	\$8,140.00	\$59.00	\$6,490.00	\$83.00	\$9,130.00	\$90.00	\$9,900.00
9	Water Main, Trenched, DIP, 8"	55 LF	\$86.00	\$4,730.00	\$90.00	\$4,950.00	\$71.00	\$3,905.00	\$103.00	\$5,665.00	\$125.00	\$6,875.00
10	Water Main, Trenched, DIP, 12"	3550 LF	\$97.00	\$344,350.00	\$91.00	\$323,050.00	\$98.00	\$347,900.00	\$105.00	\$372,750.00	\$102.00	\$362,100.00
11	Water Main, Trenched, DIP, 16"	3300 LF	\$123.00	\$405,900.00	\$120.00	\$396,000.00	\$121.00	\$399,300.00	\$129.00	\$425,700.00	\$126.00	\$415,800.00
12	Water Main, Trenchless, DIP, 8"	140 LF	\$121.00	\$16,940.00	\$260.00	\$36,400.00	\$204.00	\$28,560.00	\$194.70	\$27,258.00	\$225.00	\$31,500.00
13	Water Main, with Casing Pipe, Trenchless, DIP, 16"	112 LF	\$929.00	\$104,048.00	\$1,300.00	\$145,600.00	\$1,125.00	\$126,000.00	\$1,100.00	\$123,200.00	\$1,550.00	\$173,600.00
14	Fittings by Weight, DI	8100 LBS	\$6.30	\$51,030.00	\$3.90	\$31,590.00	\$9.00	\$72,900.00	\$6.00	\$48,600.00	\$11.00	\$89,100.00
15	Joint Restraint, Bell Harness, 8"	10 EA	\$562.00	\$5,620.00	\$520.00	\$5,200.00	\$525.00	\$5,250.00	\$250.00	\$2,500.00	\$575.00	\$5,750.00
16	Joint Restraint, Bell Harness, 12"	5 EA	\$911.00	\$4,555.00	\$870.00	\$4,350.00	\$850.00	\$4,250.00	\$1,400.00	\$7,000.00	\$950.00	\$4,750.00
17	Joint Restraint, Bell Harness, 16"	18 EA	\$1,425.00	\$25,650.00	\$1,600.00	\$28,800.00	\$1,350.00	\$24,300.00	\$1,900.00	\$34,200.00	\$1,650.00	\$29,700.00
18	Joint Restraint, Megalug, 6"	50 EA	\$55.00	\$2,750.00	\$250.00	\$12,500.00	\$30.00	\$1,500.00	\$225.00	\$11,250.00	\$260.00	\$13,000.00
19	Joint Restraint, Megalug, 8"	8 EA	\$78.00	\$624.00	\$270.00	\$2,160.00	\$46.00	\$368.00	\$250.00	\$2,000.00	\$275.00	\$2,200.00
20	Joint Restraint, Megalug, 12"	45 EA	\$150.00	\$6,750.00	\$330.00	\$14,850.00	\$97.50	\$4,387.50	\$275.00	\$12,375.00	\$400.00	\$18,000.00
21	Joint Restraint, Megalug, 16"	70 EA	\$260.00	\$18,200.00	\$440.00	\$30,800.00	\$180.00	\$12,600.00	\$460.00	\$32,200.00	\$600.00	\$42,000.00
22	Water Main Connection Removal, 12"	1 EA	\$1,100.00	\$1,100.00	\$1,200.00	\$1,200.00	\$3,500.00	\$3,500.00	\$800.00	\$800.00	\$850.00	\$850.00
Division 5020 - Valves, Fire Hydrants, and Appurtenances												
23	Valve, Gate, 6"	13 EA	\$1,742.00	\$22,646.00	\$1,700.00	\$22,100.00	\$2,400.00	\$31,200.00	\$2,250.00	\$29,250.00	\$1,740.00	\$22,620.00
24	Valve, Gate, 8"	2 EA	\$2,349.00	\$4,698.00	\$2,400.00	\$4,800.00	\$2,980.00	\$5,960.00	\$2,850.00	\$5,700.00	\$2,340.00	\$4,680.00
25	Valve, Gate, 12"	10 EA	\$3,993.00	\$39,930.00	\$4,000.00	\$40,000.00	\$4,600.00	\$46,000.00	\$4,600.00	\$46,000.00	\$4,015.00	\$40,150.00
26	Valve, Butterfly, 16"	11 EA	\$6,300.00	\$69,300.00	\$5,600.00	\$61,600.00	\$7,200.00	\$79,200.00	\$6,800.00	\$74,800.00	\$5,700.00	\$62,700.00
27	Fire Hydrant	13 EA	\$5,259.00	\$68,367.00	\$5,700.00	\$74,100.00	\$6,750.00	\$87,750.00	\$5,500.00	\$71,500.00	\$5,850.00	\$76,050.00

CITY OF DUBUQUE, IOWA
WATER SYSTEM IMPROVEMENTS 2024
NORTH ENGLISH ROAD WATER MAIN EXTENSION



BID SCHEDULE
AUGUST 21, 2025 PAGE 2 OF 4

NO.	DESCRIPTION	QUANTITY	TOP GRADE EXCAVATING		TSCHIGGFRIE EXCAVATING		SHIFT GEN. CONTRACTING		MIDWEST CONCRETE		PORTZEN CONSTRUCTION	
			UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
			PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
Division 7030 - Sidewalks, Shared Use Paths, and Driveways												
28	Removal of Driveway	140 SY	\$9.00	\$1,260.00	\$18.00	\$2,520.00	\$5.00	\$700.00	\$18.00	\$2,520.00	\$16.00	\$2,240.00
29	Driveway, Paved, PCC, 6" (Thickness)	60 SY	\$135.00	\$8,100.00	\$58.00	\$3,480.00	\$80.00	\$4,800.00	\$100.00	\$6,000.00	\$85.00	\$5,100.00
30	Driveway, Paved, HMA, 6" (Thickness)	80 SY	\$45.00	\$3,600.00	\$80.00	\$6,400.00	\$75.00	\$6,000.00	\$78.00	\$6,240.00	\$75.00	\$6,000.00
31	Driveway, Granular by Ton	250 TON	\$17.00	\$4,250.00	\$20.00	\$5,000.00	\$17.00	\$4,250.00	\$23.75	\$5,937.50	\$18.00	\$4,500.00
Division 7040 - Pavement Rehabilitation												
32	Full Depth Patches HMA	110 SY	\$45.00	\$4,950.00	\$80.00	\$8,800.00	\$87.00	\$9,570.00	\$108.50	\$11,935.00	\$75.00	\$8,250.00
Division 8030 - Temporary Traffic Control												
33	Temporary Traffic Control	1 LS	\$3,500.00	\$3,500.00	\$3,600.00	\$3,600.00	\$3,250.00	\$3,250.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
Division 8040 - Signing Materials												
34	Remove and Reinstall Traffic Signs	2 EA	\$125.00	\$250.00	\$200.00	\$400.00	\$200.00	\$400.00	\$425.00	\$850.00	\$150.00	\$300.00
Division 9010 - Seeding												
35	Conventional - Seeding, Type 1, by AC	0.4 AC	\$3,000.00	\$1,200.00	\$3,300.00	\$1,320.00	\$4,500.00	\$1,800.00	\$3,200.00	\$1,280.00	\$3,150.00	\$1,260.00
36	Conventional - Seeding, Type 2, by AC	2.6 AC	\$1,800.00	\$4,680.00	\$2,000.00	\$5,200.00	\$2,300.00	\$5,980.00	\$2,000.00	\$5,200.00	\$1,900.00	\$4,940.00
37	Conventional- Seeding, Type 4, by AC	0.4 AC	\$1,500.00	\$600.00	\$1,700.00	\$680.00	\$4,000.00	\$1,600.00	\$1,700.00	\$680.00	\$1,600.00	\$640.00
38	Conventional - Seeding, Type 5, by AC	2.6 AC	\$800.00	\$2,080.00	\$890.00	\$2,314.00	\$1,800.00	\$4,680.00	\$900.00	\$2,340.00	\$900.00	\$2,340.00
Division 9040 - Erosion and Sediment Control												
39	Stormwater Pollution Prevention Plan (SWPPP) Management	1 LS	\$3,500.00	\$3,500.00	\$3,300.00	\$3,300.00	\$1,500.00	\$1,500.00	\$3,300.00	\$3,300.00	\$3,150.00	\$3,150.00
40	Filter Socks, 12"	1600 LF	\$2.50	\$4,000.00	\$2.80	\$4,480.00	\$2.80	\$4,480.00	\$2.75	\$4,400.00	\$2.65	\$4,240.00
41	Filter Socks, Removal	1600 LF	\$0.20	\$320.00	\$0.22	\$352.00	\$0.30	\$480.00	\$0.20	\$320.00	\$0.22	\$352.00
42	Temporary Rolled Erosion Control Products (RECP) by SY	1850 SY	\$1.70	\$3,145.00	\$1.80	\$3,330.00	\$1.50	\$2,775.00	\$1.75	\$3,237.50	\$1.70	\$3,145.00
43	Silt Fence or Silt Fence Ditch Check, Installation	2100 LF	\$1.70	\$3,570.00	\$1.80	\$3,780.00	\$2.15	\$4,515.00	\$1.75	\$3,675.00	\$1.70	\$3,570.00
44	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	2100 LF	\$0.10	\$210.00	\$0.01	\$21.00	\$0.60	\$1,260.00	\$0.02	\$42.00	\$0.02	\$42.00
45	Silt Fence or Silt Fence Ditch Check, Removal of Device	2100 LF	\$0.10	\$210.00	\$0.01	\$21.00	\$0.60	\$1,260.00	\$0.02	\$42.00	\$0.02	\$42.00
46	Stabilized Construction Entrance by SY	420 SY	\$7.80	\$3,276.00	\$17.00	\$7,140.00	\$10.00	\$4,200.00	\$3.00	\$1,260.00	\$16.50	\$6,930.00
47	Inlet Production Device, Installation	3 EA	\$150.00	\$450.00	\$170.00	\$510.00	\$300.00	\$900.00	\$165.00	\$495.00	\$160.00	\$480.00
48	Inlet Protection Device, Maintenance	3 EA	\$10.00	\$30.00	\$11.00	\$33.00	\$25.00	\$75.00	\$11.00	\$33.00	\$11.00	\$33.00
Division 11,020 - Mobilization												
49	Mobilization	1 LS	\$49,566.00	\$49,566.00	\$42,000.00	\$42,000.00	\$74,750.00	\$74,750.00	\$26,000.00	\$26,000.00	\$60,000.00	\$60,000.00
Division 11,050 - Concrete Washout												
50	Concrete Washout	1 LS	\$150.00	\$150.00	\$1,200.00	\$1,200.00	\$250.00	\$250.00	\$100.00	\$100.00	\$1,500.00	\$1,500.00
TOTAL OF BID				<u>\$1,487,135.00</u>		<u>\$1,571,495.00</u>		<u>\$1,574,525.50</u>		<u>\$1,579,545.00</u>		<u>\$1,697,319.00</u>

CITY OF DUBUQUE, IOWA
WATER SYSTEM IMPROVEMENTS 2024
NORTH ENGLISH ROAD WATER MAIN EXTENSION



BID SCHEDULE
AUGUST 21, 2025 PAGE 3 OF 4

NO.	DESCRIPTION	QUANTITY	PIRC-TOBIN CONSTRUCTION		BOOMERANG CORP.		CONNOLLY CONSTRUCTION		EASTERN IOWA EXCAVATING & CONCRETE	
			UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
			PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
Division 2010 - Earthwork, Subgrade, and Subbase										
1	Clearing and Grubbing C	1 LS	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$20,700.00	\$20,700.00	\$9,400.00	\$9,400.00
2	Topsoil, On-site	2420 CY	\$8.00	\$19,360.00	\$5.00	\$12,100.00	\$8.50	\$20,570.00	\$34.00	\$82,280.00
3	Subbase, Granular Subbase Gr 12a (Granular Subbase Pile)	80 TON	\$60.00	\$4,800.00	\$30.00	\$2,400.00	\$27.80	\$2,224.00	\$22.25	\$1,780.00
Division 3010 - Trench Excavation and Backfill										
4	Rock Excavation	100 CY	\$75.00	\$7,500.00	\$160.00	\$16,000.00	\$80.00	\$8,000.00	\$100.00	\$10,000.00
5	Replacement of Unsuitable Backfill Material, Gr 12a (Gran Subbase Pile)	2700 TON	\$15.00	\$40,500.00	\$34.00	\$91,800.00	\$21.00	\$56,700.00	\$23.75	\$64,125.00
6	Class I, Bedding Material, Gradation 3 (ASTM 57)	200 TON	\$35.00	\$7,000.00	\$30.00	\$6,000.00	\$26.55	\$5,310.00	\$28.00	\$5,600.00
7	Class II, Bedding Material Gradation 30 (Granular Base Pile)	5750 TON	\$15.00	\$86,250.00	\$22.00	\$126,500.00	\$15.40	\$88,550.00	\$19.75	\$113,562.50
Division 5010 - Pipe and Fittings										
8	Water Main, Trenched, DIP, 6"	110 LF	\$150.00	\$16,500.00	\$70.00	\$7,700.00	\$78.00	\$8,580.00	\$129.75	\$14,272.50
9	Water Main, Trenched, DIP, 8"	55 LF	\$200.00	\$11,000.00	\$80.00	\$4,400.00	\$155.00	\$8,525.00	\$177.00	\$9,735.00
10	Water Main, Trenched, DIP, 12"	3550 LF	\$100.00	\$355,000.00	\$90.00	\$319,500.00	\$128.00	\$454,400.00	\$130.50	\$463,275.00
11	Water Main, Trenched, DIP, 16"	3300 LF	\$125.00	\$412,500.00	\$110.00	\$363,000.00	\$140.00	\$462,000.00	\$164.50	\$542,850.00
12	Water Main, Trenchless, DIP, 8"	140 LF	\$175.00	\$24,500.00	\$200.00	\$28,000.00	\$250.00	\$35,000.00	\$280.00	\$39,200.00
13	Water Main, with Casing Pipe, Trenchless, DIP, 16"	112 LF	\$1,150.00	\$128,800.00	\$800.00	\$89,600.00	\$1,100.00	\$123,200.00	\$1,125.00	\$126,000.00
14	Fittings by Weight, DI	8100 LBS	\$14.50	\$117,450.00	\$20.00	\$162,000.00	\$6.20	\$50,220.00	\$7.55	\$61,155.00
15	Joint Restraint, Bell Harness, 8"	10 EA	\$500.00	\$5,000.00	\$350.00	\$3,500.00	\$535.00	\$5,350.00	\$511.50	\$5,115.00
16	Joint Restraint, Bell Harness, 12"	5 EA	\$850.00	\$4,250.00	\$480.00	\$2,400.00	\$885.00	\$4,425.00	\$875.00	\$4,375.00
17	Joint Restraint, Bell Harness, 16"	18 EA	\$1,500.00	\$27,000.00	\$1,200.00	\$21,600.00	\$1,490.00	\$26,820.00	\$1,620.00	\$29,160.00
18	Joint Restraint, Megalug, 6"	50 EA	\$45.00	\$2,250.00	\$360.00	\$18,000.00	\$235.00	\$11,750.00	\$335.00	\$16,750.00
19	Joint Restraint, Megalug, 8"	8 EA	\$55.00	\$440.00	\$380.00	\$3,040.00	\$315.00	\$2,520.00	\$310.00	\$2,480.00
20	Joint Restraint, Megalug, 12"	45 EA	\$125.00	\$5,625.00	\$530.00	\$23,850.00	\$360.00	\$16,200.00	\$435.00	\$19,575.00
21	Joint Restraint, Megalug, 16"	70 EA	\$200.00	\$14,000.00	\$880.00	\$61,600.00	\$600.00	\$42,000.00	\$655.00	\$45,850.00
22	Water Main Connection Removal, 12"	1 EA	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00	\$2,400.00	\$2,400.00	\$3,000.00	\$3,000.00
Division 5020 - Valves, Fire Hydrants, and Appurtenances										
23	Valve, Gate, 6"	13 EA	\$2,250.00	\$29,250.00	\$2,000.00	\$26,000.00	\$1,820.00	\$23,660.00	\$2,635.00	\$34,255.00
24	Valve, Gate, 8"	2 EA	\$3,050.00	\$6,100.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$3,385.00	\$6,770.00
25	Valve, Gate, 12"	10 EA	\$4,850.00	\$48,500.00	\$4,600.00	\$46,000.00	\$4,400.00	\$44,000.00	\$5,555.00	\$55,550.00
26	Valve, Butterfly, 16"	11 EA	\$6,500.00	\$71,500.00	\$7,200.00	\$79,200.00	\$6,900.00	\$75,900.00	\$7,850.00	\$86,350.00
27	Fire Hydrant	13 EA	\$5,000.00	\$65,000.00	\$9,400.00	\$122,200.00	\$6,800.00	\$88,400.00	\$6,355.00	\$82,615.00

CITY OF DUBUQUE, IOWA
WATER SYSTEM IMPROVEMENTS 2024
NORTH ENGLISH ROAD WATER MAIN EXTENSION



BID SCHEDULE
AUGUST 21, 2025 PAGE 4 OF 4

		PIRC-TOBIN CONSTRUCTION		BOOMERANG CORP.		CONNOLLY CONSTRUCTION		EASTERN IOWA EXCAVATING & CONCRETE	
NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE
Division 7030 - Sidewalks, Shared Use Paths, and Driveways									
28	Removal of Driveway	140 SY	\$15.00	\$2,100.00	\$10.00	\$1,400.00	\$12.60	\$1,764.00	\$23.65
29	Driveway, Paved, PCC, 6" (Thickness)	60 SY	\$115.00	\$6,900.00	\$64.00	\$3,840.00	\$102.00	\$6,120.00	\$101.15
30	Driveway, Paved, HMA, 6" (Thickness)	80 SY	\$75.00	\$6,000.00	\$68.00	\$5,440.00	\$102.00	\$8,160.00	\$90.00
31	Driveway, Granular by Ton	250 TON	\$30.00	\$7,500.00	\$26.00	\$6,500.00	\$24.00	\$6,000.00	\$27.00
Division 7040 - Pavement Rehabilitation									
32	Full Depth Patches HMA	110 SY	\$112.50	\$12,375.00	\$90.00	\$9,900.00	\$72.00	\$7,920.00	\$178.00
Division 8030 - Temporary Traffic Control									
33	Temporary Traffic Control	1 LS	\$10,000.00	\$10,000.00	\$3,300.00	\$3,300.00	\$3,250.00	\$3,250.00	\$3,800.00
Division 8040 - Signing Materials									
34	Remove and Reinstall Traffic Signs	2 EA	\$375.00	\$750.00	\$200.00	\$400.00	\$145.00	\$290.00	\$300.00
Division 9010 - Seeding									
35	Conventional - Seeding, Type 1, by AC	0.4 AC	\$3,000.00	\$1,200.00	\$3,200.00	\$1,280.00	\$3,000.00	\$1,200.00	\$23,000.00
36	Conventional - Seeding, Type 2, by AC	2.6 AC	\$1,800.00	\$4,680.00	\$2,000.00	\$5,200.00	\$1,800.00	\$4,680.00	\$10,500.00
37	Conventional- Seeding, Type 4, by AC	0.4 AC	\$1,500.00	\$600.00	\$1,600.00	\$640.00	\$1,500.00	\$600.00	\$5,800.00
38	Conventional - Seeding, Type 5, by AC	2.6 AC	\$800.00	\$2,080.00	\$860.00	\$2,236.00	\$800.00	\$2,080.00	\$3,150.00
Division 9040 - Erosion and Sediment Control									
39	Stormwater Pollution Prevention Plan (SWPPP) Management	1 LS	\$3,000.00	\$3,000.00	\$3,200.00	\$3,200.00	\$4,000.00	\$4,000.00	\$5,500.00
40	Filter Socks, 12"	1600 LF	\$2.50	\$4,000.00	\$3.00	\$4,800.00	\$2.50	\$4,000.00	\$2.85
41	Filter Socks, Removal	1600 LF	\$0.20	\$320.00	\$0.30	\$480.00	\$0.20	\$320.00	\$0.05
42	Temporary Rolled Erosion Control Products (RECP) by SY	1850 SY	\$1.75	\$3,237.50	\$2.00	\$3,700.00	\$1.62	\$2,997.00	\$2.65
43	Silt Fence or Silt Fence Ditch Check, Installation	2100 LF	\$1.75	\$3,675.00	\$1.80	\$3,780.00	\$1.65	\$3,465.00	\$2.15
44	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	2100 LF	\$0.01	\$21.00	\$0.01	\$21.00	\$0.01	\$21.00	\$0.05
45	Silt Fence or Silt Fence Ditch Check, Removal of Device	2100 LF	\$0.01	\$21.00	\$0.01	\$21.00	\$0.01	\$21.00	\$0.05
46	Stabilized Construction Entrance by SY	420 SY	\$10.00	\$4,200.00	\$9.00	\$3,780.00	\$13.75	\$5,775.00	\$32.55
47	Inlet Production Device, Installation	3 EA	\$150.00	\$450.00	\$160.00	\$480.00	\$150.00	\$450.00	\$115.00
48	Inlet Protection Device, Maintenance	3 EA	\$10.00	\$30.00	\$11.00	\$33.00	\$10.00	\$30.00	\$0.05
Division 11,020 - Mobilization									
49	Mobilization	1 LS	\$125,000.00	\$125,000.00	\$59,812.00	\$59,812.00	\$50,000.00	\$50,000.00	\$75,000.00
Division 11,050 - Concrete Washout									
50	Concrete Washout	1 LS	\$250.00	\$250.00	\$500.00	\$500.00	\$450.00	\$450.00	\$650.00
TOTAL OF BID				<u>\$1,715,464.50</u>		<u>\$1,767,333.00</u>		<u>\$1,805,997.00</u>	<u>\$2,138,833.65</u>

**City of Dubuque
City Council**

ACTION ITEMS # 5.

ITEM TITLE:	Madison, Gay, and Jefferson Park Playground Replacements
SUMMARY:	City Manager recommending approval of Madison, Gay, and Jefferson Park Playground Replacements Projects that are not currently included or do not have enough funding to complete the projects in the Fiscal Year 2026 budget.
SUGGESTED DISPOSITION:	Receive and File; Approve
ATTACHMENTS:	
	1. MVM Memo
	2. Staff Memo

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Madison, Gay, and Jefferson Park Playground Replacements

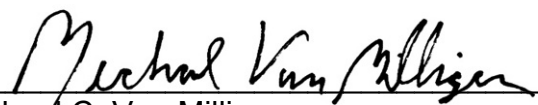
DATE: September 30, 2025

Parks and Recreation Director Matthew Kalceвич is recommending approval of Madison, Gay, and Jefferson Park Playground Replacements Projects that are not currently included or do not have enough funding to complete the projects in the Fiscal Year 2026 budget.

Playgrounds have recently been replaced at Avon Park and Welu Park. Based on the replacement costs of those playground structures including a poured in place rubber surfacing under the playground, it is estimated to cost \$194,000 to replace the playground at Madison Park. It is estimated to cost \$266,736 to replace the playground at Gay Park. It is estimated to cost \$230,000 to replace the playground at Jefferson Park.

There is \$175,742 funded in the Fiscal Year 2025 budget being requested to carryover as part of the Fiscal Year 2026 first budget amendment for playground replacements at Madison and Gay Parks. The additional funding needed of \$514,994 for playground replacement projects would be provided from Fiscal Year 2025 general fund savings. The Madison, Gay, and Jefferson Playground Replacement projects are included in Fiscal Year 2026 first budget amendment that will be considered by City Council at a future public hearing.

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


Michael C. Van Milligen

MCVM/jml/sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Matthew Kalceвич, Parks and Recreation Director

TO: Michael C. Van Milligen, City Manager
FROM: Matthew K. Kalcevich, Parks and Recreation Director
SUBJECT: Madison, Gay, and Jefferson Park Playground Replacements
DATE: September 29, 2025

INTRODUCTION

The purpose of this memo is to request funding from the FY26 Budget Amendment #1 for playground replacements at Madison, Gay, and Jefferson Parks.

BACKGROUND

There is currently \$85,800 in CIP project #3043000010 to fund the replacement of a playground structure including poured in place rubber surfacing at Madison Park. This funding is being requested to carryover as a part of FY26 Budget Amendment #1. The standard replacement cycle of a playground is 10 years, and this site is past due.

There is currently \$89,942 in CIP project #3043000067 to fund the replacement of a playground structure including poured in place rubber surfacing at Gay Park. This funding is being requested to carryover as a part of FY26 Budget Amendment #1. The standard replacement cycle of a playground is 10 years, and this site is past due.

There is currently no funding budgeted for the replacement of Jefferson Park playground including poured in place rubber surfacing. In 2025, the retaining wall on Jefferson Street was replaced and new sidewalks, stairs, railings, and fencing were installed. A new park sign was also installed. The last piece to be updated in the park is the playground. The standard replacement cycle of a playground is 10 years, and this site is past due

DISCUSSION

Steve Fehsal, Park Division Manager, and Marie Ware, Acting Projects and Facilities Manager have prepared cost estimates to replace playgrounds. Playgrounds have recently been replaced at Avon Park and Welu Park. Based on the replacement costs of those playground structures including a poured in place rubber surfacing under the playground, it is estimated to cost \$194,000 to replace the playground at Madison Park. It is estimated to cost \$266,736 to replace the playground at Gay Park. It is estimated to cost \$230,000 to replace the playground at Jefferson Park.

BUDGET IMPACT

Project	Current Funding	Additional Funding	Total Project Cost
Madison Park Playground Replacement	\$85,800	\$108,200	\$194,000
Gay Park Playground Replacement	\$89,942	\$176,794	\$266,736
Jefferson Park Playground Replacement	\$0	\$230,000	\$230,000

ACTION REQUESTED

I respectfully request \$690,736 in total funding from the FY26 Budget Amendment #1 for playground replacements at Madison, Gay, and Jefferson Parks.

Prepared by Steve Fehsal, Park Division Manager

Cc; Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Marie Ware, Acting Project and Facilities Manager

**City of Dubuque
City Council**

ACTION ITEMS # 6.

ITEM TITLE:	Murphy Park Tennis Court Resurfacing and Playground Replacement
SUMMARY:	City Manager recommending approval of Murphy Park Tennis Court Resurfacing and Playground Replacement Projects that are not currently included or do not have enough funding to complete the projects in the Fiscal Year 2026 budget.
SUGGESTED DISPOSITION:	Receive and File; Approve
ATTACHMENTS:	
	1. MVM Memo
	2. Staff Memo

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Murphy Park Tennis Court Resurfacing and Playground Replacement

DATE: September 30, 2025

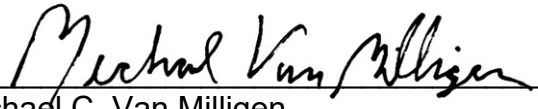
Parks and Recreation Director Matthew Kalcevich is recommending approval of Murphy Park Tennis Court Resurfacing and Playground Replacement Projects that are not currently included or do not have enough funding to complete the projects in the Fiscal Year 2026 budget.

There are five tennis courts at Flora Park. Community members have expressed their interest in having the courts resurfaced. In 2024, Parks and Recreation staff contracted out the resurfacing of the volleyball/pickleball courts at Flora Park. The cost estimates to resurface the tennis courts, including new poles and nets, is \$152,000.

The standard replacement cycle of a playground is 10 years, and this site is past due. Playgrounds have recently been replaced at Avon Park and Welu Park. Based on the replacement costs of those playground structures including a poured in place rubber surfacing under the playground, it is estimated to cost \$220,500 to replace the playground at Murphy Park.

There is \$123,929 funded in the Fiscal Year 2025 budget being requested to carryover as part of the Fiscal Year 2026 first budget amendment for a playground replacement at Murphy Park. The additional funding needed of \$248,571 for Murphy Park Tennis Court Resurfacing and Playground Replacement projects would be provided from Fiscal Year 2025 general fund savings for a total cost of \$372,500. The Murphy Park Tennis Court Resurfacing and Playground Replacement projects are included in Fiscal Year 2026 first budget amendment that will be considered by City Council at a future public hearing.

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


Michael C. Van Milligen

MCVM/jml/sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Matthew Kalcevich, Parks and Recreation Director

TO: Michael C. Van Milligen, City Manager
FROM: Matthew K. Kalcevich, Parks and Recreation Director
SUBJECT: Murphy Park Tennis Court Resurfacing and Playground Replacement
DATE: September 29, 2025

INTRODUCTION

The purpose of this memo is to request funding from the FY26 Budget Amendment #1 for Murphy Park tennis court resurfacing and playground replacement.

BACKGROUND

There are three tennis courts at Murphy Park. Community members have expressed their interest in having the tennis courts resurfaced.

There is currently \$123,929 in CIP project #3043000042 to fund the replacement of a playground structure including poured in place rubber surfacing at Murphy Park. This funding is being requested to carryover as a part of FY26 Budget Amendment #1. The standard replacement cycle of a playground is 10 years, and this site is past due.

DISCUSSION

Steve Fehsal, Park Division Manager, and Marie Ware, Acting Projects and Facilities Manager have been preparing cost estimates to resurface the tennis courts including new poles and nets. The work on the three tennis courts at Murphy Park is estimated to cost \$152,000.

Playgrounds have recently been replaced at Avon Park and Welu Park. Based on the replacement costs of those playground structures including a poured in place rubber surfacing under the playground, it is estimated to cost \$220,500 to replace the playground at Murphy Park.

BUDGET IMPACT

Project	Current Funding	Additional Funding	Total Project Cost
Resurface Tennis Courts	\$0	\$152,000	\$152,000
Playground Replacement	\$123,929	\$96,571	\$220,500

ACTION REQUESTED

I respectfully request \$372,500 in total funding from the FY26 Budget Amendment #1 to resurface the tennis courts and replace the playground structure including poured in place rubber surfacing at Murphy Park.

Prepared by Steve Fehsal, Park Division Manager

Cc; Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Marie Ware, Acting Project and Facilities Manager

**City of Dubuque
City Council**

ACTION ITEMS # 7.

ITEM TITLE:	Flora Park Tennis Court Resurfacing
SUMMARY:	City Manager recommending approval of Flora Park Tennis Court Resurfacing Projects that are not currently included in the Fiscal Year 2026 budget.
SUGGESTED DISPOSITION:	Receive and File; Approve

- ATTACHMENTS:**
- 1. MVM Memo
 - 2. Staff Memo FY25 Budget Carryover Request Flora Park

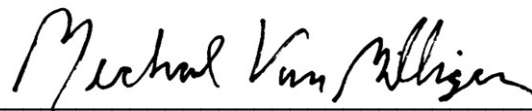
TO: The Honorable Mayor and City Council Members
FROM: Michael C. Van Milligen, City Manager
SUBJECT: Flora Park Tennis Court Resurfacing
DATE: September 30, 2025

Parks and Recreation Director Matthew Kalcevich is recommending approval of Flora Park Tennis Court Resurfacing Projects that are not currently included in the Fiscal Year 2026 budget.

There are five tennis courts at Flora Park. Community members have expressed their interest in having the tennis courts resurfaced. In 2024, Parks and Recreations staff contracted out the resurfacing of the volleyball/pickleball courts at Flora Park. The cost estimates to resurface the tennis courts, including new poles and nets, is \$152,000.

The additional funding needed of \$152,000 for Flora Park Tennis Court Resurfacing projects would be provided from Fiscal Year 2025 general fund savings. The Flora Park Tennis Court Resurfacing projects are included in Fiscal Year 2026 first budget amendment that will be considered by City Council at a future public hearing.

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



Michael C. Van Milligen

MCVM/jml/sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Matthew Kalcevich, Parks and Recreation Director

TO: Michael C. Van Milligen, City Manager
FROM: Matthew K. Kalcevich, Parks and Recreation Director
SUBJECT: Flora Park Tennis Court Resurfacing
DATE: September 29, 2025

INTRODUCTION

The purpose of this memo is to request funding from the FY26 Budget Amendment #1 for Flora Park tennis court resurfacing.

BACKGROUND

There are five tennis courts at Flora Park. Community members have expressed their interest in having the tennis courts resurfaced. In 2024, Parks and Recreation staff contracted out the resurfacing of the volleyball/pickleball courts at Flora Park.

DISCUSSION

Steve Fehsal, Park Division Manager, and Marie Ware, Acting Projects and Facilities Manager have prepared cost estimates to resurface the tennis courts including new poles and nets. The work on the five tennis courts at Flora Park is estimated to cost \$152,000. The FY27 budget request will include replacement of the tennis court lights and creating an accessible entry to the courts.

BUDGET IMPACT

\$152,000 is being requested from the FY26 budget Amendment #1 for Flora Park tennis court resurfacing.

ACTION REQUESTED

I respectfully request \$152,000 from the FY26 Budget Amendment #1 for Flora Park tennis court resurfacing.

Prepared by Steve Fehsal, Park Division Manager

Cc; Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Marie Ware, Acting Project and Facilities Manager

**City of Dubuque
City Council**

ACTION ITEMS # 8.

ITEM TITLE:	Eagle Point Park Projects
SUMMARY:	City Manager recommending approval of Eagle Point Park Projects that are not currently included in the Fiscal Year 2026 budget.
SUGGESTED DISPOSITION:	Receive and File; Approve
ATTACHMENTS:	
	1. MVM Memo
	2. Staff Memo

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Eagle Point Park Projects

DATE: September 30, 2025

Parks and Recreation Director Matthew Kalcevich is recommending approval of Eagle Point Park Projects that are not currently included in the Fiscal Year 2026 budget.

A Historic Structures Report was approved by City Council at the April 21, 2025, City Council meeting. The report includes the Bridge Complex, Indian Room and Veranda Rooms. The completed Historic Structures Report provides the necessary information to pursue a challenge grant for bricks and mortar improvements in the future from the Jeffris Foundation. Their Capital Campaign Challenge Grant program provides additional funds for restoration for the structures of up to \$1 million matching funds for bricks and mortar at 2:1(2 Local:1 Foundation). Currently it is anticipated this would be a \$500,000 grant application with one million dollars in local match raised by a local non-profit. The Jeffris Foundation does not allow the match to come from the city budget.

The report provided an opinion on the costs related to work needed on these structures. High priority repairs and assessments were identified that should be addressed sooner than later. These include additional structural assessments needed for the existing conditions at the Veranda Rooms and Bridge Complex and for historic materials analysis of stone, paint and cementitious floor coatings.

Completing these assessments will provide cost estimates needed regarding specific existing conditions. This work is necessary to determine specific costs that would be used in the future grant application to Jeffris for renovation work. This is important as it would potentially add costs to match the grant application. These assessments are estimated to cost \$40,000.

The roofs of the Veranda Rooms and the Terrace Room are cedar shake shingles. The roofs have sustained storm damage from trees in recent months. The roofs have been patched but need to be replaced. They have reached the end of their life cycle and are leaking. The estimated cost to replace the roof of the Terrace Room is \$40,000. The estimated cost to replace the roof of the Veranda Rooms is \$51,000.

There is currently \$57,000 in the Fiscal Year 2026 capital budget to renovate the Shiras Memorial Pavilion. Park Division staff obtained an estimate for the repairs and renovation. The total cost for the project is estimated at \$97,000.

Funding is needed to hire a contractor to trim trees along the bluff and improve the views. City staff are unable to complete this type of work due to the complexity required. Once completed, the impact will be immediate. Additional trees need to be removed and trimmed/pruned throughout the entire park. This work is best completed in the fall/winter months, which is the best time to trim/prune oak trees. Estimates to trim trees along the bluff and remove, trim, and prune trees throughout the park is \$150,000.

There are six tennis courts in the park. The courts need to be resurfaced including new poles and nets. The work on the six tennis courts is estimated to cost \$302,000.

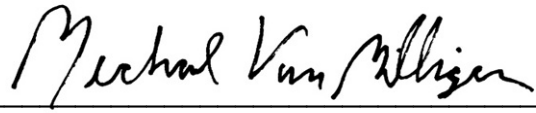
Fifteen dead trees have been removed from the park in 2025. Additional trees will be removed by Park Division staff yet this calendar year, following the guidance to protect threatened and endangered bats.

Two teenage groups completed work projects in the park. The Teen Resiliency Corp, led by Environmental Justice Tree Coordinator, Laurana Snyder, and a teen group, Serve Dubuque, led by Sarah Berna, AmeriCorps Program Director, completed three workdays in the park. Some work included removing invasive plants from prairie areas and woodland edges. Other work included general park clean-up of leaves, weeds and debris. One additional special project included placing tree tubes around 100 white oak saplings to protect them and preserve them for future transplanting throughout the park.

During the last week of October 2025, the Park Division will partner with the Public Works Department to complete maintenance projects in the park. Projects will include sidewalk repairs, asphalt repairs, crack sealing, and downed tree limb removal. The Community Impact Department will also be involved engaging volunteer groups to target specific tasks such as leaf, weed and litter removal.

There is \$57,000 included in the Fiscal Year 2026 budget to renovate the Shiras Memorial Pavilion which would be reallocated to the roof. The additional funding needed of \$623,000 in funding for Eagle Point Park projects would be provided from Fiscal Year 2025 general fund savings. The Eagle Point Park projects are included in Fiscal Year 2026 first budget amendment that will be considered by City Council at a future public hearing.

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

A handwritten signature in black ink, reading "Michael Van Milligen". The signature is fluid and cursive, with the first name "Michael" and last name "Van Milligen" clearly legible.

Michael C. Van Milligen

MCVM/jml/sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Matthew Kalcevich, Parks and Recreation Director

TO: Michael C. Van Milligen, City Manager
FROM: Matthew K. Kalcevich, Parks and Recreation Director
SUBJECT: Eagle Point Park Projects
DATE: September 29, 2025

INTRODUCTION

The purpose of this memo is to request funding from the FY26 Budget Amendment #1 for projects to be completed at Eagle Point Park.

BACKGROUND

During the Fiscal Year 2026 budget process the Mayor and City Council expressed support for additional investment at Eagle Point Park. Several community members expressed their support for Eagle Point Park during the FY26 budget hearings. The City Council approved an additional Maintenance Technician to be placed at Eagle Point Park as a change to the FY26 budget recommendation. Staff are currently interviewing for this position.

DISCUSSION

Staff have prepared cost estimates for several projects that could be completed at Eagle Point Park in FY26.

Historic Structures Report

A Historic Structures Report (HSR) was approved by City Council at the April 21, 2025, City Council meeting. The report includes the Bridge Complex, Indian Room and Veranda Rooms. The completed HSR provides the necessary information to pursue an approximate \$500,000 challenge grant for bricks and mortar improvements in the future from the Jeffris Foundation. Their Capital Campaign Challenge Grant program provides additional funds for restoration for the structures of up to \$1 million in locally raised matching funds for bricks and mortar at 2:1(2 Local:1 Foundation), for a \$1.5 million

project. The Jeffris Foundation does not allow city budgeted funds to be used as the match so the city will partner with a local non-profit in a fund-raising campaign.

The report provided an opinion on the costs related to work needed on these structures. High priority repairs and assessments were identified that should be addressed sooner than later. These include additional structural assessments needed for the existing conditions at the Veranda Rooms and Bridge Complex and for historic materials analysis of stone, paint and cementitious floor coatings.

Completing these assessments will provide cost estimates needed regarding specific existing conditions. This work is necessary to determine specific costs that would be used in the future grant application to Jeffris for renovation work. This is important as it would potentially add costs to match the grant application. These assessments are estimated to cost \$40,000.

Roof Replacements

The roofs of the Veranda Rooms and the Terrace Room are cedar shake shingles. The roofs have sustained storm damage from trees in recent months. The roofs have been patched but need to be replaced. They have reached the end of their life cycle and are leaking. The estimated cost to replace the roof of the Terrace Room is \$40,000. The estimated cost to replace the roof of the Veranda Rooms is \$51,000.

Shiras Memorial Pavilion Renovation

There is currently \$57,000 in CIP Project # 3043000004 to renovate the Shiras Memorial Pavilion. Park Division staff obtained an estimate for the repairs and renovation. The total cost for the project is estimated at \$97,000.

Trees

Funding is needed to hire a contractor to trim trees along the bluff and improve the views. City staff are unable to complete this type of work due to the complexity required. Once completed, the impact will be immediate.

Additional trees need to be removed and trimmed/pruned throughout the entire park. This work is best completed in the fall/winter months, which is the best time to trim/prune oak trees.

Estimates to trim trees along the bluff and remove and trim/prune trees throughout the park is \$150,000.

Tennis Courts

There are six tennis courts in the park. The courts need to be resurfaced including new poles and nets. The work on the six tennis courts is estimated to cost \$302,000.

Completed/Upcoming Work

Fifteen dead trees have been removed from the park in 2025. Additional trees will be removed by Park Division staff yet this calendar year, following the guidance to protect threatened and endangered bats.

Two teenage groups completed work projects in the park. The Teen Resiliency Corp, led by Environmental Justice Tree Coordinator, Laurana Snyder, and a teen group, Serve Dubuque, led by Sarah Berna, AmeriCorps Program Director, completed three workdays in the park. Some work included removing invasive plants from prairie areas and woodland edges. Other work included general park clean-up of leaves, weeds and debris. One additional special project included placing tree tubes around 100 white oak saplings to protect them and preserve them for future transplanting throughout the park.

During the last week of October 2025, the Park Division will partner with the Public Works Department to complete maintenance projects in the park. Projects will include sidewalk repairs, asphalt repairs, crack sealing, and downed tree limb removal. The Community Impact Department will also be involved engaging volunteer groups to target specific tasks such as leaf, weed and litter removal.

BUDGET IMPACT

Project	Current Funding	Additional Funding	Total Project Cost
Historic Structures Report Assessments	\$0	\$40,000	\$40,000
Terrace Room Roof Replacement	\$0	\$40,000	\$40,000
Veranda Rooms Roof Replacement	\$0	\$51,000	\$51,000
Tree removal/Bluff Clearing	\$0	\$150,000	\$150,000
Shiras Memorial Pavilion Renovation	\$57,000	\$40,000	\$97,000
Tennis Court Resurfacing	\$0	\$302,000	\$302,000

ACTION REQUESTED

I respectfully request \$623,000 in funding from the FY26 Budget Amendment #1 for projects to be completed at Eagle Point Park.

Prepared by Steve Fehsal, Park Division Manager

Cc; Jenny Larson, Chief Financial Officer
 Laura Bendorf, Budget Manager
 Marie Ware, Acting Project and Facilities Manager

**City of Dubuque
City Council**

ACTION ITEMS # 9.

ITEM TITLE:	Police Space and Feasibility Study
SUMMARY:	City Manager recommending the approval of a Police Department Space and Feasibility Study project that is not currently included in the Fiscal Year 2026 budget. This has been established as a City Council priority.
SUGGESTED DISPOSITION:	Receive and File; Approve

- ATTACHMENTS:**
- 1. MVM Memo
 - 2. Staff Memo DLEC Space and Feasibility Study 092925

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Police Space and Feasibility Study

DATE: September 30, 2025

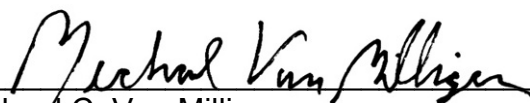
Police Chief Jeremy Jensen is recommending the approval of a Police Department Space and Feasibility Study project that is not currently included in the Fiscal Year 2026 budget. This has been established as a City Council priority.

The Dubuque Police Department presently occupies a building owned by Dubuque County, which is shared with the Dubuque County Sheriff's Department. Since 1974, the Police Department has experienced significant growth in staff numbers and technology requirements. The most affected areas include the patrol work area, which has only four workstations for 50 officers, and the locker room space, particularly for women. The newly implemented Precision Policing Center was also designed without room for growth due to the limited existing space.

Sheriff Kennedy wishes to maintain the partnership and sharing of the space with the Dubuque Police Department but recognizes that the Police Department has outgrown the current facilities. Additionally, the 1974 building is outdated. Similarly, the Fire Department has outgrown its administrative space at Fire Headquarters, and there might be an opportunity for the Police and Fire Departments to share administrative offices.

Based on the space study conducted by Johnson County and Iowa City, an additional \$100,000 is needed for the Police Space and Feasibility Study Project. This funding would be provided from the Fiscal Year 2025 general fund savings. The Police Space and Feasibility Study project is included in the first budget amendment for Fiscal Year 2026, which will be considered by the City Council at a future public hearing.

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


Michael C. Van Milligen

MCVM/jml/sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Jeremy Jensen, Police Chief
Amy Scheller, Fire Chief



TO: Mike Van Milligen, City Manager

FROM: Jeremy Jensen, Chief of Police

SUBJECT: Request for a DLEC Space and Feasibility Study

DATE: September 29, 2025

INTRODUCTION

The purpose of this memo is to request funding in FY26 to conduct a space and feasibility study to determine facilities needs for the Dubuque Police Department.

BACKGROUND AND DISCUSSION

The Dubuque Police Department currently occupies a building owned by Dubuque County and shared with the Dubuque County Sheriff's Department. The Police Department shares the space in the County owned building. The main building was built in 1974 with an addition being added in 2003/2004. Since being built, the building has undergone numerous interior changes to accommodate the growth of both departments as well as the expansion of the Dubuque County Jail.

Since 1974, the Police Department has grown exponentially in the number of staff, as well as with technology requirements. Simply, we have outgrown the current square footage of our building and are utilizing every available space. The areas mostly affected consist of the patrol work area, which occupies a small footprint and has only four workstations for 50 officers and lack of locker room space, particularly for women. The women's locker room was built when the only females were jail matrons. I can surmise that having women on the police department was not even a consideration. Additionally, having offices in the basement, in interior rooms (initially designed as storage closets) is not ideal for the physical and mental wellness of the officers. The newly implemented PPC was designed with no room for growth due to having to use what little existing space there was. Studies have shown that updated facilities are a recruitment draw as well as a retention tool.

I spoke to Sheriff Joe Kennedy and Fire Chief Amy Scheller about shared spaces. Sheriff Kennedy wants to maintain the partnership and sharing of the space with the Dubuque Police Department but recognizes the Police Department has outgrown the current facilities. He also recognizes the 1974 building is outdated. While the Fire Department has its own facilities studies, they have also outgrown their administrative space at Fire Headquarters and due to being in close proximity to the DLEC there may be an opportunity to share administrative offices.

In May 2025, members of the Dubuque Police Department and Fire Department attended a public safety building conference. The conference outlined the steps that needed to be taken towards facility enhancements. According to the information received at this conference we are in a pre-designing phase in which we need to conduct a spatial needs and site assessment study. A third-party vendor would need to be selected to conduct a study (generally a 3-4 month process). The selected firm to conduct an assessment must have the knowledge and experience associated with public safety facilities. While we would set the specific parameters for the study, generally the study will identify the following:

- Feasibility of what space and buildings are available, using the current DLEC as the centerpiece of all change.
- Identify future needs (20-30 years) of the Department.
- Evaluation of existing building, property and area properties that may be of use for expansion.
- Vehicle access, egress, and secure parking.
- Security concerns to include public access.
- ADA compliance.
- Potential grant opportunities.

The Iowa City Police Department and the Johnson County Sheriff's Office recently went through a similar study. Iowa City budgeted approximately \$30,000 and Johnson County budgeted \$100,000. Iowa City had already done their study prior to the joint venture. I believe \$100,000 is a realistic number to cover the study.

Should we be able to conduct this study in the fall of 2025, we should be able to provide a budget request for FY27 to move to the next phase of building improvements, which is anticipated to be hiring an architectural firm. Any major building improvements would be part of the FY28 budget process.

RECOMMENDATION

It is my recommendation, if the funds are available, to conduct the spatial needs and site assessment study in the fall of 2025.

**City of Dubuque
City Council**

ACTION ITEMS # 10.

ITEM TITLE:	Public Works Building Improvements and Asphalt Paver Replacement
SUMMARY:	City Manager recommending the approval of Public Works Building Improvements at the Municipal Services Center and an Asphalt Paver Replacement project that are not currently included or do not have enough funding to complete the projects in the Fiscal Year 2026 budget.
SUGGESTED DISPOSITION:	Receive and File; Approve
ATTACHMENTS:	
	1. MVM Memo
	2. Staff Memo

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Public Works Building Improvements and Asphalt Paver Replacement

DATE: September 30, 2025

Public Works Director Arielle Swift is recommending the approval of Public Works Building Improvements at the Municipal Services Center and an Asphalt Paver Replacement project that are not currently included or do not have enough funding to complete the projects in the Fiscal Year 2026 budget.

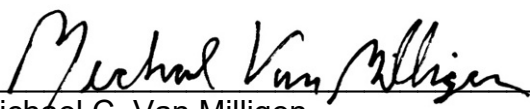
The Municipal Services Center building improvements include the replacement of the rooftop HVAC units. The estimated cost for the rooftop HVAC units is \$600,000.

The Municipal Service Center roof is in need of replacement. The Fiscal Year 2026 budget includes \$94,500 of funding. The additional estimated cost is \$853,620.

The Public Works Department's asphalt paving machine is in need of replacement to maintain the aggressive annual street overlay program. The estimated cost of replacement is \$600,000.

This \$2,053,620 in funding would be provided from the Fiscal Year 2025 road use tax fund savings. Public Works Building Improvements and Paver Replacement project is included in the first budget amendment for Fiscal Year 2026, which will be considered by the City Council at a future public hearing.

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


Michael C. Van Milligen

MCVM/jml/sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Arielle Swift, Public Works Director
Brian Wulfekuhle, Acting Public Works Director

TO: Michael C. Van Milligen, City Manager
FROM: Arielle Swift, Public Works Director
SUBJECT: Public Works Building Improvements and Asphalt Paver Replacement
DATE: September 30, 2025

INTRODUCTION

The purpose of this memorandum is to request funding to cover the improvement projects and public works equipment needed at the Municipal Services Center in FY2026.

DISCUSSION

The Municipal Services Center building was operational in September of 2005. The roof has existing issues and needs to be replaced. Some funds have been approved for the replacement through Fiscal Year 2026 budget process utilizing water funds, as Water Distribution is also housed in the Municipal Services Center. This estimated additional funding for this request totals \$853,620.

In addition to the roof, the Public Works and Water Department are experiencing fume concerns and heating/cooling concerns. The sign shop and traffic signal areas house servers and are made for employees to use materials that require ventilation. Replacing the HVAC system throughout the building will ensure proper ventilation occurs in the fleet maintenance bays, the vehicle storage bays, and sign shop. This estimated additional funding request totals \$600,000.

The annual asphalt overlay program utilizes a piece of equipment called a paver. The paver takes the ground asphalt, churns it, and applies a smooth layer of hot asphalt on the road. After this, the roller comes behind to compact the asphalt. This piece of equipment is past its useful life and as the number of miles overlaid continues to increase, the need is greater. This estimated additional funding request totals \$600,000.

This \$2,053,620 in funding would be provided from the Fiscal Year 2025 road use tax fund savings. Public Works Building Improvements, and Paver Replacement project is included in the first budget amendment for Fiscal Year 2026, which will be considered by the City Council at a future public hearing.

ACTION STEP

The purpose of this memorandum is to request funding to cover the improvement projects and public works equipment needed at the Municipal Services Center in FY2026.

CC: Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Brian Wulfekuhle, Acting Public Works Director
Bernadette Stark, Lead Administrative Assistant

**City of Dubuque
City Council**

CLOSED SESSION #

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

SUMMARY:

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

None