



**CITY OF DUBUQUE, IOWA
CITY COUNCIL MEETING**
Historic Federal Building: 350 W. 6th
Street - Second-Floor Council
Chambers.
November 3, 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

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

www.CityOfDubuque.org/VirtualMeeting

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

United States: +1 (571) 317-3129

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ROLL CALL ORDER FOR MEETING

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

REGULAR SESSION

6:30 PM

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Dubuque NAACP Thomas Determan S.C.O.P.E. Award Presentation to the Jule

Members of the Dubuque NAACP will present the Jule with the Thomas Determan Standout Community Organization Pursuing Equity (S.C.O.P.E.) Award.

2. Iowa Society of Solid Waste Operations 2025 Innovative Project Award to DMASWA

A video created by the Iowa Society of Solid Waste Operations will be shown

recognizing the Dubuque Metropolitan Area Solid Waste Agency (DMASWA) for receiving the 2025 Innovative Project Award for its battery recycling program. The video can be seen at: <https://www.youtube.com/watch?v=VUCww-GboBo>

PROCLAMATIONS

- 1. Hospice and Palliative Care Month (November 2025)**
On behalf of Hospice of Dubuque.
- 2. Pancreatic Cancer Awareness Day (November 20, 2025)**
On behalf of the Michael W. Oglesby Foundation.

CONSENT ITEMS

- 1. Minutes and Reports Submitted**
City Council Proceedings of October 20, 2025; Airport Commission of August 12, 2025; Arts and Cultural Affairs Advisory Commission of August 26, 2025; Building Code Advisory and Appeals Board of September 11, 2025; Historic Preservation Commission of September 18, 2025; Parks and Recreation Advisory Commission of September 9, 2025; Zoning Board of Adjustment of September 25, 2025.
Suggested Disposition: Receive and File
- 2. Notice of Claims and Suits**
Tyeandra Glover for vehicle damage; Braden Lechtenberg for vehicle damage; Duane Pitcher for loss of revenue.
Suggested Disposition: Receive and File; Refer to City Attorney
- 3. Disposition of Claims**
City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Tyendra Glover for vehicle damage; Braden Lechtenberg for vehicle damage; Duane Pitcher for loss of revenue.
Suggested Disposition: Receive and File; Concur
- 4. Approval of City Expenditures**
City Manager recommending City Council approval for payment of City expenditures.
RESOLUTION Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures
Suggested Disposition: Receive and File; Adopt Resolution(s)
- 5. Authorized Depository Institutions**
City Manager recommending City Council approval of a resolution that increases the depository limit of banks to \$80 million and \$60 million to correspond with current certificate of deposit activity and bank balances, and updates Dubuque Bank and Trust (DB&T) UMB Bank, n.a. due to the bank merger. Additionally

Vibrant bank has been removed, and Hometown Bank has been updated to Bank First with a maximum balance of \$1 million.

RESOLUTION Naming Depository Institutions And Setting Limits For Deposits
Suggested Disposition: Receive and File; Adopt Resolution(s)

6. Acceptance of Public Improvements in South Pointe Phase 2 Subdivision

City Manager recommending City Council adopt the attached resolution accepting the public improvements completed by the owners, Dubuque South Pointe, LLC, in South Pointe #2 Subdivision.

RESOLUTION Accepting Public Improvements In South Pointe #2 In The City Of Dubuque, Iowa

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

7. North Schmitt Island Collection System Project – Contract #1: Public Improvement Contract – Project Acceptance

City Manager recommending City Council adopt the attached resolution accepting the improvements and authorize the final payment of the contract amount of \$250,365.88 to Tschiggfrie Excavating, for the North Schmitt Island Collection System Project – Contract #1 Project.

RESOLUTION Accepting The North Schmitt Island Collection System Project – Contract #1 Project And Authorizing The Payment To The Contractor

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

8. Stormwater Management Program Consulting Engineering Services

City Manager recommending City Council approval to release a request for qualifications (RFQ) for the Stormwater Management Program.

Suggested Disposition: Receive and File; Approve

9. DuTrac Community Credit Union - Request to Alter the Washington Neighborhood Conservation District Boundary

City Clerk transmitting a request from DuTrac Community Credit Union to alter the Washington Street Neighborhood Conservation District by the removal of the block bounded by Washington Street, East 14th Street, Elm Street, and East 13th Street from the conservation district, and City Manager recommending City Council consider the request at their November 17, 2025, meeting.

Suggested Disposition: Receive and File; Refer to City Manager, Place on November 17, 2025, Agenda

10. Signed Contract(s)

563 Design, PLLC for the Fire Station #5 – Interior Stair Replacement; 563 Design, PLLC for the Station 5 Emergency Repairs; Communication Engineering Company (CEC) Proposal and Agreement for the IT-Wireless Network Refresh; Cottingham & Butler Insurance Services, LLC for Employer Mandate Reporting Services Contract; Dave Hinz for the Lime Silo Piping Repair; DocuPet for the Pet Licensing Services Agreement; Eastern Iowa Excavating and Concrete, LLC for Street patches for water main repairs; Eastern Iowa Excavating and Concrete, LLC for

Regrading of Ditch Over Water Main on Old Davenport Road; Environmental Management Services of Iowa, Inc. for Asbestos Inspection – Eagle Point Park (Veranda, Bridge, and Indian rooms); Eocene Environmental Group, Inc. for the Master Service Agreement for Blum Site Assessment Report; Fowler Public Sector Consulting LLC for Addendum to Independent Contractor Agreement; GRTD Investments, LLC First Amendment to Lease Agreement; Jason Schueller-Schueller Restoration/Xtreme Clean & Coatings for Building Maintenance at Station 3; Jonathan R. Brown for Independent Contractor Agreement; Loucks & Schwartz for Section 8 Housing Choice Voucher Year End closing for June 30, 2024 including successful REAC submission in electronic format as required by HUD (both unaudited & audited); MGT Impact Solutions, LLC for the Executive Recruitment Statement of Work; MRI Software LLC for renewal of recurring software and services for the New Housing Pro System; Pigott, Inc. for Fire Administration Office Update; R&W Restoration LLC for the 3rd & Main St. Chamber Exterior Patio Stone Veneer Remove & Replace; Tschiggfrie Excavating for Primary Clarifier Cleaning.

Suggested Disposition: Receive and File

11. Improvement Contracts with Performance, Payment, and Maintenance Bonds

Iseler Demolition Inc. for the 500,000 Gallon Double Ellipse Demolition; Top Grade Excavating, Inc. for the Water Systems Improvements 2024 North English Road Water Main Extension.

Suggested Disposition: Receive and File; Approve

12. Retail Alcohol License Refund - Gary Dolphin's Iron Bar and Grill

Request from Gary Dolphin's Iron Bar and Grill located at 3333 East 10th St. Suite 104 for a refund of Retail Alcohol License No. LC0046785 in the amount of \$406.25 due to change in ownership.

Suggested Disposition: Receive and File; Approve

13. 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. Set Public Hearing on Comiskey Park Phase 2 Redevelopment Project and Initiate Public Improvement Bidding Process

City Manager recommending City Council preliminarily approve the construction plans and specifications with an estimated construction amount of \$3,376,900.00, adopt the resolution, initiate the bidding process, set the public hearing for November 17, 2025, and advertise bids for the Comiskey Park Phase 2 Redevelopment Project.

RESOLUTION Comiskey Park Phase 2 Redevelopment 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 November 17, 2025

BOARDS/COMMISSIONS

1. Boards and Commission Appointments

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

Investment and Cash Management Oversight Advisory Commission

One, 3-Year term through July 1, 2028 (Expired term of Ruden)

Applicant:

Gary Ruden, PO Box 835 – Physical Address Verified

PUBLIC HEARINGS

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

1. Resolution Approving an Assignment of Development Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC

Proof of publication on notice of public hearing to consider City Council adopt the attached Resolution approving the Assignment of Development Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC, and City Manager recommending approval.

RESOLUTION Approving An Assignment Of The Development Agreement By And Between The City Of Dubuque And Franklin Investments, LLC To Franklin Apartments, LLC

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

2. Resolution Approving an Assignment and Assumption Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC

Proof of publication on notice of public hearing to consider City Council adopt the attached Resolution approving an Assignment and Assumption Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC, and City Manager recommending approval.

RESOLUTION Approving An Assignment And Assumption Agreement Of The Downtown Rehabilitation Loan Agreement By And Between The City Of Dubuque, Iowa And Franklin Investments, LLC To Franklin Apartments, LLC For Property At 39 Bluff Street

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

3. Resolution Approving a Subordination Agreement by and among the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank

Proof of publication on notice of public hearing to consider City Council adopt the attached Resolution approving the Subordination Agreement by and between the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank, and City Manager recommending approval.

RESOLUTION Approving A Subordination Agreement By And Among The City Of Dubuque, Iowa, Franklin Apartments, LLC, And Premier Bank For Interest In City Property Located At 39 Bluff Street

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

4. Ambassador Court Storm Sewer Reconstruction Project Public Hearing

Proof of publication on notice of public hearing to consider City Council adopt a resolution approving the plans, specifications, form of contract and construction estimate of \$128,830.50 for the Ambassador Court Storm Sewer Replacement Project, and City Manager recommending approval.

RESOLUTION Ambassador Court Storm Sewer Replacement Project: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost

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

5. Resolution Approving an Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and Pier Pressure Marine IA, Inc.

Proof of publication on notice of public hearing to consider City Council adopt the attached Resolution approving the Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and Pier Pressure Marine IA, Inc., and City Manager recommending approval.

RESOLUTION Approving An Amended And Restated Lease Agreement By And Between The City Of Dubuque And Pier Pressure Marine IA, Inc. For Real Property In The City Of Dubuque, Iowa

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. Award contract for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades Project

City Manager recommending City Council award of the construction contract for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades project to The ESCO Group, of Marion, Iowa in the amount of \$2,360,000.00.

RESOLUTION Awarding contract for the 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project

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

2. Eagle Point Water Treatment Plant Roof Rehabilitation Project - Award Construction Contract

City Manager recommending City Council award of the Eagle Point Water Treatment Plant Roof Rehabilitation Project contract to Poly Vinyl Roofing, Inc. of Mount Vernon, Iowa in the amount of \$357,068.00.

RESOLUTION Awarding Public Improvement Construction Contract For The Eagle Point Water Treatment Plan Roof Rehabilitation Project

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

3. Eagle Valley, Westbrook and English Ridge Subdivison Parks Development Projects

City Manager recommending City Council adopt the attached resolution to accept the Eagle Valley, Westbrook, and English Ridge Subdivision Parks Development Project and authorize the payment of the contract amount of \$735,897 to McDermott Excavating.

RESOLUTION Accepting The Eagle Valley, Westbrook, And English Ridge Subdivision Parks Development Project And Authorizing The Payment Of The Contract Amount To The Contractor

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

4. Invitation to the Dubuque County 911 Emergency Communications Center Ribbon Cutting

City Manager sharing an invitation to the Dubuque County 911 Emergency Communications Center Ribbon Cutting at 7880 Chavenelle Rd. on November 6, 2025, at 4:30 p.m.

Suggested Disposition: Receive and File

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:	Dubuque NAACP Thomas Determan S.C.O.P.E. Award Presentation to the Jule
SUMMARY:	Members of the Dubuque NAACP will present the Jule with the Thomas Determan Standout Community Organization Pursuing Equity (S.C.O.P.E.) Award.
SUGGESTED DISPOSITION:	
ATTACHMENTS:	None

**City of Dubuque
City Council**

PRESENTATIONS # 2.

ITEM TITLE:	Iowa Society of Solid Waste Operations 2025 Innovative Project Award to DMASWA
SUMMARY:	A video created by the Iowa Society of Solid Waste Operations will be shown recognizing the Dubuque Metropolitan Area Solid Waste Agency (DMASWA) for receiving the 2025 Innovative Project Award for its battery recycling program. The video can be seen at: https://www.youtube.com/watch?v=VUCww-GboBo
SUGGESTED DISPOSITION:	
ATTACHMENTS:	
	1. Staff Memo

TO: Michael C. Van Milligen, City Manager

FROM: Arielle Swift, Public Works Director
Kenneth Miller, Solid Waste Agency Administrator

SUBJECT: Dubuque Metropolitan Area Solid Waste Agency Award

DATE: October 30, 2025

INTRODUCTION

The purpose of this memorandum is to provide information related to the award received by the Dubuque Metropolitan Area Solid Waste Agency (DMASWA) in September.

DISCUSSION

The Dubuque Metropolitan Area Solid Waste Agency received the 2025 Innovative project Award from the Iowa Society of Solid Waste Operations for our Battery Recycling Initiative. The award was presented to Ken Miller, DMASWA Administrator; Joe Mayne, Solid Waste Site Supervisor; Bill Gansen, Lead Landfill Equipment Operator; and Bev Wagner, Education and Communications Coordinator at Iowa Recycling & Solid Waste Management Conference on September 30, 2025. This program has now picked up multiple awards; the Agency also received the 2025 Innovation Award from the North American Hazardous Materials Management Association. These awards recognize the Agency's efforts to increase the recycling of batteries and battery containing devices and reduce the harmful effects of improper disposal which includes costly fires in collections vehicles, processing facilities, and landfills. This program and its collection containers have already been replicated by Metro Waste Authority (Polk County, Iowa), with several other Agency's in Iowa and across the United States reaching out to replicate the success in their planning areas also.

ACTION REQUIRED

This memo was prepared for informational purposes. No action is required.

CC: Joe Mayne, Solid Waste Site Supervisor
Bev Wagner, Education and Communications Coordinator
Bill Gansen, Lead Landfill Equipment Operator

AES/km

**City of Dubuque
City Council**

PROCLAMATIONS # 1.

ITEM TITLE: Hospice and Palliative Care Month (November 2025)
SUMMARY: On behalf of Hospice of Dubuque.
**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Proclamation



PROCLAMATION

WHEREAS, Hospice of Dubuque is the only local, nonprofit hospice and palliative care organization serving the greater Dubuque area with a mission of providing compassionate care for the seriously ill and their loved ones since 1983; and

WHEREAS, Hospice of Dubuque's team of healthcare professionals and dedicated volunteers help members of our tri-state community live fully and comfortably during a time of uncertainty and vulnerability; and

WHEREAS, Hospice of Dubuque provides individualized care, medical expertise, unwavering support, and life-changing services for persons throughout our tri-state area in the place they call home; and

WHEREAS, Hospice of Dubuque has focused on bringing hope, comfort, dignity, and quality of life to individuals and their loved ones for 42 years and is identified by Medicare as the only 5-star hospice serving the tri-state area

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 MONTH OF NOVEMBER 2025 AS

“HOSPICE AND PALLIATIVE CARE MONTH”

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 3rd day of November 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC, City Clerk

2025: Submitted by: Hospice Executive Director Lavonne Noel. Accepted by: Diane Fasselius and Carole Carroll.

2024: Submitted by: Hospice Executive Director Lavonne Noel. Accepted by: Lavonne Noel and Carole Carroll.

2023: Submitted by: Hospice Executive Director Lavonne Noel. Accepted by: Carole Carroll.

2022: Submitted and accepted by: Hospice Executive Director Lavonne Noel

2021: Submitted and accepted by Hospice Executive Director, Lavonne Noel,
noell@hospiceofdubuque.org

2020: Submitted by Carole Carroll, Hospice of Dubuque, 2255 JFK Road, Dubuque, IA 52002, 582.1220, cx2ranch@aol.com; www.hospiceofdubuque.org 141 Princeton Place, 556-2758. Accepted by Mayor Buol on behalf of Hospice of Dubuque.

2019: Submitted by Carole Carroll, Hospice of Dubuque, 2255 JFK Road, Dubuque, IA 52002, 582.1220, cx2ranch@aol.com; www.hospiceofdubuque.org 141 Princeton Place, 556-2758. Accepted by Hospice Executive Director, Lavonne Noel.

2018: Submitted by Carole Carroll, Hospice of Dubuque, 2255 JFK Road, Dubuque, IA 52002, 582.1220, cx2ranch@aol.com; www.hospiceofdubuque.org 141 Princeton Place, 556-2758. Accepted by Hospice Executive Director, Lavonne Noel.

2017: Submitted by Carole Carroll, Hospice of Dubuque, 2255 JFK Road, Dubuque, IA 52002, 582.1220, cx2ranch@aol.com; www.hospiceofdubuque.org 141 Princeton Place, 556-2758. Accepted by Hospice Executive Director, Lavonne Noel.

2016: Submitted by Carole Carroll, Hospice of Dubuque, 2255 JFK Road, Dubuque, IA 52002, 582.1220, cx2ranch@aol.com; www.hospiceofdubuque.org 141 Princeton Place, 556-2758. Accepted by Hospice Executive Director, Lavonne Noel.

2015: Submitted and accepted by Carole Carroll, Hospice of Dubuque, 2255 JFK Road, Dubuque, IA 52002, 582.1220, cx2ranch@aol.com; www.hospiceofdubuque.org 141 Princeton Place, 556-2758

2014: Submitted and accepted by Carole Carroll, Hospice of Dubuque, 2255 JFK Road, Dubuque, IA 52002, 582.1220, cx2ranch@aol.com; www.hospiceofdubuque.org 141 Princeton Place, 556-2758

2013: Submitted and accepted by Carole Carroll, Hospice of Dubuque, 2255 JFK Road, Dubuque, IA 52002, 582.1220, cx2ranch@aol.com; www.hospiceofdubuque.org 141 Princeton Place, 556-2758

2012: Submitted and accepted by Carole Carroll, Hospice of Dubuque, 2255 JFK Road, Dubuque, IA 52002, 582.1220, cx2ranch@aol.com; www.hospiceofdubuque.org 141 Princeton Place, 556-2758

2011: Submitted and accepted by Carole Carroll, Hospice of Dubuque, 2255 JFK Road, Dubuque, IA 52002, 582.1220, cx2ranch@aol.com; www.hospiceofdubuque.org 141 Princeton Place, 556-2758

2010: Carole Carroll, Hospice of Dubuque, 2255 JFK Road, Dubuque, IA 52002, 582.1220, cx2ranch@aol.com; www.hospiceofdubuque.org 141 Princeton Place, 556-2758

2009: Carole Carroll, Hospice of Dubuque, 2255 JFK Road, Dubuque, IA 52002, 582.1220, cx2ranch@aol.com; www.hospiceofdubuque.org 141 Princeton Place, 556-2758

2008: Carole Carroll, Hospice of Dubuque, 2255 JFK Road, Dubuque, IA 52002, 582.1220, www.hospiceofdubuque.org 141 Princeton Place, 556-2758

2007: Carole Carroll, Hospice of Dubuque, 2255 JFK Road, Dubuque, IA 52002, 582.1220, www.hospiceofdubuque.org

**City of Dubuque
City Council**

PROCLAMATIONS # 2.

ITEM TITLE: Pancreatic Cancer Awareness Day (November 20, 2025)
SUMMARY: On behalf of the Michael W. Oglesby Foundation.
**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Proclamation

PROCLAMATION

WHEREAS, Pancreatic Cancer Awareness Month is recognized each November to bring understanding and awareness to the disease and the individuals and families affected by it; and

WHEREAS, Pancreatic cancer has become one of the most devastating diseases, surpassing breast cancer to become the third leading cause of cancer deaths in the United States and projected to become the second leading cause of cancer deaths by the year 2030; and

WHEREAS, in 2025 over 67,440 people will be diagnosed with pancreatic cancer in the United States and 51,980 will die from the disease; and

WHEREAS, it is projected that in 2026 approximately 660 Iowans will be diagnosed with pancreatic cancer and 500 deaths will occur; and

WHEREAS, currently there is no cure for pancreatic cancer and there have been no significant improvements in survival rates at only 13% over the last 50 years; and

WHEREAS, the long-term health and well-being of the residents of Dubuque are enhanced as a direct result of increased awareness about pancreatic cancer and ongoing research into early detection, effective, comprehensive treatments, and a cure; and

WHEREAS, The Michael W. Oglesby Foundation is committed to Funding the Cure and bringing public awareness to Pancreatic Cancer Research.

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 20TH OF NOVEMBER 2025 AS

“Pancreatic Cancer Awareness 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 3rd day of November 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC, City Clerk

2025: Submitted and accepted by: Diane M. Oglesby-Rambousek, President, Michael W. Oglesby Foundation

2024: Submitted and accepted by: Diane M. Oglesby-Rambousek, President, Michael W. Oglesby Foundation

2023: 2022: Submitted and accepted by: Diane M. Oglesby-Rambousek, President, Michael W. Oglesby Foundation

2022: Submitted and accepted by: Diane M. Oglesby-Rambousek, President, Michael W. Oglesby Foundation

2021: Submitted and accepted by Diane M. Oglesby-Rambousek; Michael W. Oglesby Foundation; dmrambousek04@gmail.com; 563-543-7127

2020: Submitted and accepted by Diane M. (Oglesby) Rambousek, President, Michael W. Oglesby Foundation, P.O. Box 777, Dubuque, Iowa 52004, 515.705.HOPE, mwof.org. dmrambousek04@gmail.com

2019: Submitted and accepted by Diane M. (Oglesby) Rambousek, President, Michael W. Oglesby Foundation, P.O. Box 777, Dubuque, Iowa 52004, 515.705.HOPE, mwof.org.

2018: Submitted and accepted by Diane M. (Oglesby) Rambousek, President, Michael W. Oglesby Foundation, P.O. Box 777, Dubuque, Iowa 52004, 515.705.HOPE, mwof.org.

2017: Submitted and accepted by Diane M. (Oglesby) Rambousek, President, Michael W. Oglesby Foundation, P.O. Box 777, Dubuque, Iowa 52004, 515.705.HOPE, mwof.org.

2016: Submitted and accepted by Diane Oglesby Rambousek, President, Michal W. Oglesby Foundation, PO Box 777, Dubuque, IA 52004-0777, dmrambousek04@gmail.com.

**City of Dubuque
City Council**

CONSENT ITEMS # 1.

ITEM TITLE:	Minutes and Reports Submitted
SUMMARY:	City Council Proceedings of October 20, 2025; Airport Commission of August 12, 2025; Arts and Cultural Affairs Advisory Commission of August 26, 2025; Building Code Advisory and Appeals Board of September 11, 2025; Historic Preservation Commission of September 18, 2025; Parks and Recreation Advisory Commission of September 9, 2025; Zoning Board of Adjustment of September 25, 2025.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. 10 20 25 City Council Minutes
2. Airport Commission Minutes
3. Arts and Cultural Affairs Advisory Commission Minutes
4. Building Code Advisory and Appeals Board Minutes
5. Historic Preservation Commission Minutes
6. Parks and Recreating Advisory Commission Minutes
7. Zoning Board of Adjustment Minutes

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

The Dubuque City Council met in special session at 6:00 p.m. on October 20, 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 work session on Greater Dubuque Development Corporation.

**WORK SESSION
Greater Dubuque Development Corporation Quarterly Update**

Greater Dubuque Development Corporation President and CEO Rick Dickinson presented a quarterly update. In response to questions, he noted that some housing units reported as “in development” may not be constructed and emphasized that, together with population growth in Dubuque County, this underscores the continued need for additional housing. Regarding the Union at the Marina Apartment Project, Dickinson stated that the lot had remained vacant for 12 years, during which local developers had ample opportunity to acquire and develop the property. He recommended that the City continue to prioritize project timing—specifically, accelerating development processes while maintaining safety and regulatory compliance. Mayor Cavanagh summarized key takeaways from the session as considering incentives for specific types of housing, identifying ways the City can expedite development without compromising safety, and examining successful practices in other communities.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:30 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 6:32 p.m. on October 20, 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. Recognize Grand River Center for Consecutive Stella Awards: Parks and Recreation Director Matthew Kalcevich recognized the Grand River Center and Oak View Group (OVG 360) staff for the recent Northstar Stella award for a second consecutive year. Grand River Center and Five Flags Civic Center General Manager Ryan Bonifas also offered remarks regarding the recognition.

PROCLAMATIONS

1. Domestic Violence Awareness Month (October 2025) was accepted by Angela Heister on behalf of Waypoint.
2. Extra Mile Day (November 1, 2025) was accepted by City of Dubuque Community Service & Outreach Coordinator Brittney Hayes on behalf of Extra Mile America.

CONSENT ITEMS

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

1. Minutes and Reports Submitted: City Council Proceedings of October 6, 2025; Arts and Cultural Affairs Grants Committee of August 14, 2025; Arts and Cultural Affairs Art on the River Committee of July 10, 2025; Human Rights Commission of September 9 and 16, 2025; Human Rights Commission Subcommittee for Commissioner Handbook Update of September 16, 2025; Proof of Publication for City Council Proceedings of September 8, 15, 22, 23, and 25, 2025. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Leonardo Campbell Sr. for property damage; Julie Ross for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Leonardo Campbell Sr. for vehicle damage; Mik Kalloway for vehicle damage; Julie Ross 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. 328-25 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. Ratification of Approval of a First Amendment to Economic Development Assistance Contract 23-HQJP-011 by and among McCoy Group, Inc., the City of Dubuque, and the Iowa Economic Development Authority: Upon motion the documents were received and filed, and Resolution No. 329-25 Ratifying The Approval Of A First Amendment To The Economic Development Assistance Contract 23-HQJP-011 By And Among McCoy Group, Inc., The City Of Dubuque, Iowa, And The Iowa Economic Development Authority was adopted.

6. Ratification of Approval of a First Amendment to Economic Development Assistance Contract 22-HQJP-018 by and among Hormel Foods Corporation and Progressive Processing, LLC, the City of Dubuque, and the Iowa Economic Development Authority: Upon motion the documents were received and filed, and Resolution No. 330-25 Ratifying The Approval Of A First Amendment To The Economic Development Assistance Contract 22-HQJP-018 By And Among Hormel Foods Corporation And Progressive Processing, LLC, The City Of Dubuque, Iowa, And The Iowa Economic Development Authority was adopted.

7. Final Plat of Rosalynn Carter Place: Upon motion the documents were received and filed, and Resolution No. 331-25 Approving The Final Plat Of Rosalynn Carter Place, In The City Of Dubuque, Iowa was adopted.

8. Grass and weed cutting and garbage collection assessments: Upon motion the documents were received and filed, and Resolution No. 332-25 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.

9. Request for Consent to Additional Equipment and Modifications for Flag Pole Cell Tower at Madison Park: Upon motion the documents were received and filed, and Resolution No. 333-25 Approving A Request For Additional Equipment And Modifications To The Flag Pole Cell Tower Located At Madison Park was adopted.

10. Approving and Establishing Authorized City Representatives to submit a draw of funds on Iowa Department of Homeland Security and Emergency Management Grant for the Bee Branch Pumping Station Project: Upon motion the documents were received and filed, and Resolution No. 334-25 Approving And Establishing Authorized City Representatives As Required To Submit The Grant Reimbursement Draw On The Federal And State Of Iowa Department Of Homeland Security And Emergency Management FEMA Grant Of The Dubuque Bee Branch Gate & Pumping Station Project was adopted.

11. 2024 SRF Green Alley Project - Voluntary Assessment Petition and Waiver Agreements: Upon motion the documents were received and filed, and Resolution No. 335-25 Approving Voluntary Assessment Petition And Waiver Agreements For The 2024 SRF Green Alley Project and Resolution No. 336-25 Resolution Of Necessity For Voluntary Assessment Petition And Waiver Agreements For The 2024 SRF Green Alley Project were adopted.

12. Trackline Sanitary Sewer Reconstruction Project - Consulting Engineering Services RFQ Award: City Manager recommended WHKS & Co for engineering services for the design of the Track Line Sanitary Sewer Reconstruction Project and authorize the City Manager to negotiate an agreement and

execute a contract not to exceed \$500,000 with WHKS & Co for said services. Upon motion the documents were received, filed, and approved.

13. Signed Contracts: Continental Fire Sprinkler Company for Fire Protection System Repair, Replace, and Test Fire Sprinkler Heads-Acceptance of Quote and Contract; Dubuque Community School District for School Resources Officers for School Year 2025- 2026; Dubuque Fire Equipment for Various maintenance on fire extinguishers and other fire equipment; Dubuque Initiatives for professional services; Duke's for Root Roaming Sewer Pipe; Eide Bailly LLP Master Services Agreement; Green Iowa AmeriCorps for the AmeriCorps Host Site; LBC Framing and Electrical for Various electrical & framing work at 6 fire stations; Resilient Mind Psychology, LLC for Psychological Services provided to City of Dubuque Police Department; Shane Steffen for mowing, bailing, and removal of hay services at Dubuque Technology Park; Strand Associates for the Water and Resource Recovery Center Phase 1 2024 Motor Control Center Communication and Programmable Logic Controller Upgrades – Bidding-and-Construction-Related Services; Terracon for Geotechnical Engineering Services for Old Mill Road Lift Station Phase 3; Terracon for Geotechnical Engineering Services for Old Mill Road Lift Station Phase 4; Top Grade Excavating for Storm Sewer Pipe Replacement at Fire Station 2 (2180 JFK Road). Upon motion the documents were received and filed.

14. Abstract of Votes - 2025 Primary Election: City Clerk transmitted the Abstract of Votes for the October 7, 2025, Primary Election as certified by the Dubuque County Board of Supervisors. Upon motion the documents were received and filed.

15. Tobacco Compliance Settlement Agreements: City Manager recommended City Council approval of the following Tobacco Compliance Acknowledgment/Settlement Agreements and authorize the mayor to sign the agreements: Fas Mart #5159, 2175 Central Ave; Caseys, 4003 Peru Rd; EZ Stop I, 1101 Rhomberg Ave (two separate violations); BP Fuel, 1450 Loras Blvd; EZ Stop II, 700 Rhomberg Ave. Establishments that choose to participate in the I-PLEDGE Retailer Training program are granted an affirmative defense, which may be exercised once within a four-year period. Kwik Stop has elected to invoke this defense in response to its three violations at the following locations: Kwik Stop, 4039 Pennsylvania Ave; Kwik Stop, 2320 Gateway Dr.; Kwik Stop, 3201 Central Ave. Upon motion the documents were received, filed, and approved.

16. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 337-25 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 a Public Hearing on a Proposed Assignment and Assumption Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC: Upon motion the documents were received and filed and Resolution No. 338-25 Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On An Assignment And Assumption Agreement Of The Downtown Rehabilitation Loan Agreement By And Between The City Of Dubuque, Iowa And Franklin Investments, LLC To Franklin Apartments, LLC For Property At 39 Bluff Street was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 3, 2025 in the Historic Federal Building.

2. Resolution Setting a Public Hearing on a Subordination Agreement by and among the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank: Upon motion the documents were received and filed and Resolution No. 339-25 Setting A Public Hearing For A Subordination Agreement By And Among The City Of Dubuque, Iowa, Franklin Apartments, LLC, And Premier Bank For Interest In City Property Located At 39 Bluff Street was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 3, 2025 in the Historic Federal Building.

3. Resolution Setting a Public Hearing on a Proposed Assignment of Development Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC: Upon motion the documents were received and filed and Resolution No. 340-25 Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On An Assignment Of The Development Agreement By And Between The City Of Dubuque And Franklin Investments, LLC To Franklin Apartments, LLC was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 3, 2025 in the Historic Federal Building.

4. Ambassador Court Storm Sewer Replacement Project - Initiate Public Bidding Process and Setting Date for a Public Hearing: Upon motion the documents were received and filed and Resolution No. 341-25 Ambassador Court Storm Sewer Replacement Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 3, 2025 in the Historic Federal Building.

5. Setting a Public Hearing to Approve a Proposed Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and Pier Pressure Marine IA, Inc.: Upon motion the documents were received and filed and Resolution No. 342-25 Setting A Public Hearing To Consider The Amended And Restated Lease Agreement By And Between The City Of Dubuque And Pier Pressure Marine IA, Inc. For Real Property In The City Of Dubuque, Iowa was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 3, 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. Investment and Cash Management Oversight Advisory Commission: One, 3-Year term through July 1, 2028 (Expired term of Ruden). Applicant: Gary Ruden, PO Box 835 – Physical Address Verified.

PUBLIC HEARINGS

1. Resolution Approving a 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: Motion by Sprank to receive and file the documents and adopt Resolution No. 343-25 Approving A Development Agreement By And Between The City Of Dubuque, Iowa And Hitzler Rental, LLC For The Redevelopment Of The Property At 2541 Central Avenue, Including The Issuance Of Urban Tax Increment Revenue Obligations. Seconded by Wethal. Van Milligen noted that the Downtown Housing Incentive Grant allows the city to use tax revenue generated by the increased property value from the development to provide incentives. The

City Council commended the project for revitalizing Central Avenue and supporting small-scale development. Motion carried 7-0.

2. Resolution Approving a 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: Motion by Jones to receive and file the documents and adopt Resolution No. 344-25 Approving A Development Agreement By And Between The City Of Dubuque, Iowa And 1248 Iowa St, LLC For The Redevelopment Of The Property At 1236-1248 Iowa Street, Including The Issuance Of Urban Tax Increment Revenue Obligations. Seconded by Wethal. Brumwell noted that it's not unusual for the primary lender to hold the first secured position for repayment of a loan. Economic Development Director Jill Connors added that the city typically subordinates its loans in this manner, and that City Council-approved housing incentives are applied consistently. City Council commended the project. Motion carried 7-0.

3. Resolution Approving a 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: Motion by Roussell to receive and file the documents and adopt Resolution No. 345-25 Approving A Development Agreement By And Between The City Of Dubuque, Iowa, And Ned Oberbroeckling For The Redevelopment Of The Property At 372 Main Street, Including The Issuance Of Urban Tax Increment Revenue Obligations. Seconded by Wethal. City Council members recognized and commended the project's use of multiple grants, emphasizing that they impose no cost on the city. Motion carried 7-0.

4. Comiskey Park Environmental Covenant: Motion by Sprank to receive and file the documents and adopt Resolution No. 346-25 Approving The Iowa Land Recycling Program Environmental Covenant Between The City Of Dubuque, Iowa And The Iowa Department Of Natural Resources. Seconded by Wethal. Brumwell explained that the covenant is part of the Iowa Land Recycling Program and is a common step to clarify the city's obligations. Van Milligen noted that dozens of properties citywide have similar covenants, most not city-owned, and that the contamination at the subject property originated from a neighboring private party. Motion carried 7-0.

5. Fiscal Year 2026 First Budget Amendment: Motion by Jones to receive and file the documents and adopt Resolution No. 347-25 Amending The Current Budget For Fiscal Year Ending June 2026 (As Last Certified Or Amended On 04/28/2025). Seconded by Wethal. In response to questions, Van Milligen explained that several projects will begin this year and be completed next year due to the late season and the need for community input on park equipment replacements. He noted that the 14th Street overpass project requires a time-consuming environmental review as part of the federal funding process. He added that while the city maintains park equipment well, it eventually needs replacement and community preferences change over time. City Council members noted that the city's parks are unique and that several projects were approved at the previous meeting after funding was identified. Motion carried 7-0.

PUBLIC INPUT

David Barba, 208 Bluff St., Executive Director of Dubuque Main Street, summarized the organization's successful event attendance, improvements in identifying expenditure savings, and shared information on the upcoming State of Main event.

ACTION ITEMS

1. Grand River Center Presentation of Fiscal Year 2025 Annual Report: Motion by Roussell to receive and file the documents and hear the presentation. Seconded by Resnick. Grand River Center and Five Flags Civic Center General Manager Ryan Bonifas presented on the Grand River Center's Fiscal Year 2025 Annual Report. In response to questions, Bonifas noted that additional hotel rooms would benefit the Grand River Center and that construction of the Grand River Center on a former landfill has caused shifting that requires some costly out-of-town repairs. City Council Members commended Grand River Center's efforts and emphasized the need for more hotels. Motion carried 7-0.

2. Approving a Contract with Dubuque Main Street Providing Funds for its SWAP Grant Program: Motion by Jones to receive and file the documents and adopt Resolution No. 348-25 Approving A Grant Administration Agreement With Dubuque Main Street, Ltd. To Administer The Swap Grant Program, Including City Funding. Seconded by Wethal. Connors outlined the city's support for small-scale development and noted that Dubuque Main Street's existing program avoids duplication of efforts. Dubuque Main Street Executive Director David Barba explained that while Dubuque County created the SWAP Grant Program name, Dubuque Main Street developed the program title 'Space and Workplace Activation Program' to match the acronym. City Council Members commended the program and the city's collaboration. Motion carried 7-0.

3. Quarterly Update on New Housing Projects Video: Motion by Roussell to receive and file the documents and view the video. Seconded by Farber. Communications Office staff showed a quarterly update video on new housing projects within the city. The video can also be viewed on the City of Dubuque YouTube channel at https://youtu.be/ZOkxJy781Yg?si=AX-SW9feMlx_wqdX. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Jones reported on a Dubuque Area Retired School Personnel Association meeting, the League of Women Voters of Dubuque Candidate Forum, the ribbon cutting for Crescent Community Health Center's expanded dental clinic, the Envision 2030 event, and the recent passings of Dave Bidler and Dave Roberts.

Roussell reported on a Dubuque Trees Forever tree planting event with Branching Out Dubuque, the University of Dubuque volleyball team volunteering at the community orchard, and Dubuque Main Street's upcoming State of Main awards.

Farber reported on the Telegraph Herald's Salute to Women Awards, for which she delivered the keynote address. Farber also reported on the Dubuque Symphony Orchestra's first chamber music concert and on technology committee meetings with the National League of Cities (NLC).

Sprank reported on the Dubuque Area Labor Harvest's food giveaway event, the Latinx Fiesta, the League of Women Voters of Dubuque Candidate Forum, the ribbon cutting for Crescent Community Health Center's expanded dental clinic, the Envision 2030 event, and the Women in Law Enforcement fundraiser.

Wethal reported that the Dubuque Symphony Orchestra invited visiting musicians to local schools, the Latinx Fiesta, and the Dubuque Museum of Art's opening at its temporary location in the Dupaco Voices building.

Resnick reported on dining at Breitbach's Country Dining in Balltown.

Cavanagh reported on the Latinx Fiesta.

CLOSED SESSION

Motion by Jones to convene in closed session at 8:10 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 9:21 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:21 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

**DUBUQUE REGIONAL AIRPORT
COMMISSION MEETING**

Tuesday, August 12, 2025

4:00 p.m.

Dubuque Regional Airport
Terminal Conference Room

PRESENT: RJ Blocker, Mariann Kurtz Weber, Michael Phillips, Bob Woodward

ABSENT: Doug Brotherton

STAFF: Todd Dalsing, Dan Klaas (on phone), Jenny Messerich, Eric Scott (on phone)

GUESTS: None

AIRPORT COMMISSION MINUTES

Commissioner RJ Blocker moved to approve the minutes of the June 24, 2025 meeting. Commissioner Bob Woodward seconded the motion. The motion passed unanimously.

ITEMS SET FOR PUBLIC HEARING

None.

PUBLIC HEARING.

None.

PUBLIC INPUT

None.

ACTION ITEMS

None.

STAFF MEMBER REPORTS

Airport Director Todd Dalsing provided the monthly staff reports.

STAFF MEMBER REPORTS

Commissioners provided relevant information.

NEXT COMMISSION MEETING

The next scheduled Commission meeting is September 23, 2025.

The meeting was adjourned at 4:44 p.m.

Minutes respectfully submitted by Jenny Messerich.

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION MINUTES

Tuesday, August 26, 2025
Multicultural Family Center, 1157 Central Ave, Dubuque, IA 52001

Regular Meeting

Commissioners Present: David BARBA; Mary LONEY BICHELL; Gail CHAVENELLE; Nick HALDER (chair); Jessica OCHOA; Shirley DAVIS-ORWOLL

Commissioners Absent: Doug DONALD

Staff Present: Bonnie SPURLING (Arts & Cultural Affairs Manager)

Public Present: Ali LEVASSEUR and Ryan ARIANS

1. **Call to Order / Assurance of Iowa Open Meeting Compliance**

HALDER called the meeting to order following staff assurance of Iowa Open Meeting compliance at 3:37 PM.

2. **Roll Call**

Roll call of those present took place.

3. **Officer and Committee Appointments**

CHAVENELLE agreed to serve on the Art on the River Committee

4. **Review and Approve Minutes from July 29, 2025.**

DAVIS-ORWOLL motions to accept minutes, OCHOA seconds. No further discussion. Vote unanimously passed.

5. **Status Reports from Staff for Review and Acceptance**

SPURLING reported that the proposed Commission ordinance changes are still with the City's legal department for review.

SPURLING shared a recap of the opening reception for Art on the River that took place on August 1, 2025. Additionally, the third alternate sculpture, Mineral Point Spinner, was selected to take the place of Findicator Species, which was unable to be a part of this year's exhibition. Brochures have been ordered now that all of the pieces are in place.

The Creative's Café took place August 14 at the Dubuque Arboretum & Botanical Gardens, with 43 people in attendance. Urban Sketchers, Planted, and Centrally Rooted provided hands on activities for those in attendance. The next Creative's Café is scheduled to take place on November 13 at The Lift.

SPURLING provided an update on the Bloomberg Asphalt Art Initiative grant and the refinishing of the original sidewalk murals. Additionally, updated contracts for the FY'26 Operating Support and Special Projects Grants have been sent and received back to SPURLING. Payments will be processed in the coming weeks to all grant awardees.

SPURLING also shared that the Annual Boards & Commission Picnic will take place from 6-8pm on September 9 at Eagle Point Park.

6. Updates from Master Plan Working Groups

Nothing new to report currently.

7. Old Business

a. Commission Strategic Plan Goals- Reporting and Discussion

Nothing new to report currently.

8. New Business

Nothing new to report currently.

9. Events and Engagement Reporting from Commissioners

Nothing new to report currently.

10. Public Comment

LEVASSEUR shared that Julien Dubuque International Film Festival Halloween parade will take place Saturday, October 18 at 7pm.

11. Adjourn

Adjournment motioned by CHAVENELLE seconded by DAVIS-ORWOLL at 4:17PM.

Next meeting(s): Regular Meeting – September 30, 2025.

Respectfully submitted:
Bonnie Spurling
Arts & Cultural Affairs Manager, City of Dubuque

These minutes were passed and approved on _____, 2025

Witnessed By _____(signature)
Nick Halder (printed)
Char (officer position)

MINUTES OF BUILDING CODE ADVISORY AND APPEALS BOARD

DATE: September 11, 2025
TIME: 4:00 p.m.
PLACE: Historic Federal Building

The meeting was called to order at 4:00 p.m.

Board Members Present: Tom Townsend Corey Valaskey
Adam Brown Michael Shimkus
Nathan Wardle

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

Oaths of Office

Board members Tom Townsend, Corey Valaskey, Adam Brown, Michael Shimkus and Nathan Wardle were sworn onto the Board.

Election of Officers

Michael Shimkus motioned to elect Tom Townsend as Board Chair. Corey Valaskey seconded. Michael Shimkus motioned to elect Corey Valaskey as Board Vice Chair. Nathan Wardle seconded. Motion passed 4-0.

Adoption of Agenda

Corey Valaskey motioned to move the Action Item on the agenda to Items From Staff. Nathan Wardle seconded. Motion passed 4-0. Corey Valaskey motioned to approve the agenda as amended. Michael Shimkus seconded. Motion passed 4-0.

Approval of Minutes of March 2, 2023 and April 6, 2023

Michael Shimkus motioned to approve the minutes of March 2, 2023, and April 6, 2023. Nathan Wardle seconded. Motion passed 4-0.

Action Items

There are no action items.

Code Adoptions

Mike Belmont shared the proposed IPMC amendment for GFCI requirements and distributed a copy of the proposed Ordinance to the Board. Nathan Wardle motioned to recommend adoption of the amendment. Corey Valaskey seconded. Motion passed 4-0.

Public Input

No public input.

Items from the Board

No items from the Board.

Items from Staff

Mike Belmont shared that effective July 1, 2025, there is a newly required state law that all newly appointed officials of a government body must attend training on Iowa's Sunshine Law

within 90 days. Nathan Wardle shared he registered and the first date he could get was in October as the dates filled up quickly.

Mike Belmont shared potential building permit valuation methods and fee changes with the Board. The Board provided feedback that staff will review and discuss. The final proposed version of the proposed valuation method and fee change will be brought to the next BCAAB meeting.

Adjournment

Michael Shimkus motioned to adjourn the meeting. Corey Valaskey seconded. Motion passed 4-0. The meeting was adjourned at 4:51 pm.

Minutes prepared by:

Tami Ernster
Permit Clerk

Respectfully submitted:

A handwritten signature in black ink, appearing to read 'Mike Belmont', with a long horizontal flourish extending to the right.

Michael Belmont
Building Code Official

**MINUTES
HISTORIC PRESERVATION COMMISSION
REGULAR SESSION**

5:30 p.m.

Thursday, September 18, 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 Travis Schrobilgen

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

MINUTES: Motion by Gau, seconded by Schwendinger, to approve the minutes of the August 21, 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: Nick Widmeier

Owner: Nick Widmeier

Address: 614 Loras Blvd

Project: Demolition request for house

District: West 11th Street Historic District

The applicant was not present at the beginning of the meeting. The Commission decided to move the case to the end of the action items.

Motion by Monk, seconded by Witthoeft, to table to the end of action items. 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.

DEMOLITION PERMIT:

Applicant: Dutrac Community Credit Union
Owner: Yager Properties, LLC
Address: 1305 Elm Street
Project: Removal of brick duplex for redevelopment
District: Washington Street Neighborhood Conservation District

Staff Member Wernimont presented the staff report noting the property was included in the Washington Street Neighborhood Conservation District, but left out of the Washington Residential National Register Historic District. He described the neighborhood and the history of the block noting that the integrity of the neighborhood was lost and there is little context left. He noted the property is not individually significant and not part of a district.

Commissioner Doyle agreed with staff stating that he writes site inventories and said that it would be difficult to create a district around this site and said the property would not rise to be individually significant. He noted that while this is the only historic structure remaining on the block, there were properties across the street and near to the Washington Street Historic District.

Commissioner Stuter asked what the intent was after demolition.

The applicant, Kim Adams, 380 E. 14th Street, representing the applicant, noted that they intended to utilize the area for access from Elm Street. She said there are plans for an overpass on 14th Street which that will block access drives to their parking lot. She said the bank is trying to get ahead of those changes.

Commissioner Monk noted that there appears to the building does not have neighborhood context due to loss of several structures on the block and Commissioner Gau agreed.

Commissioner Schwendinger noted that he would like the property to stay. He stated that more research is needed on the property and later added that historic reports are not as detailed as one might expect. He used his own property historic report as an example. He said the subject property was in pretty good condition and that just because it is the last property on the block, it is not justified to be demolished. He noted that he would prefer it to stay residential. He asked if the other properties on the block went through historic review. Wernimont stated that he was unsure, since the conservation district may or may not have been present when some of the buildings were demolished.

Commissioner Esser stated that she would hate to see it go but understand why it might need to go. She said we have to use the information at hand to make a decision.

Commissioner Witthoeft noted that the city needs housing, and that just because it is the last structure on the property that it is not justified to demo. He said he would prefer re-use of the property and that he would like to see a structural analysis. He said the demo is being requested in anticipation of a potential overpass. He concluded that it is significant because it is the last building standing.

Staff member Wernimont clarified that the Commission is tasked with using the information at hand and that they are to review the application and determine whether the residential structure at 1305 Elm Street has historic or architectural significance to the community. He noted that if the Commission finds the building proposed for demolition does not have historic or architectural significance, the Commission should approve the application. If the Commission finds the building proposed for demolition has historic or architectural significance, the Commission should deny the application.

He concluded that if denied, meaning the Commission found the property has historic or architectural significance to the community, the applicant is afforded the opportunity to file a subsequent application to determine whether a reasonable economic return can be earned on the property.

Motion by Monk, seconded by Pettitt, to approve the demolition due to the property not having architectural or historical significance. Motion denied by the following vote: Aye – Christina Monk and Tim Gau; Nay – Janice Esser, Bill Doyle, Heidi Pettitt, Rick Stuter, Chad Witthoeft, Adam Schwendinger.

Commissioner Doyle returned to the Chambers.

DESIGN REVIEW

Applicant: Zephyr Aluminum Products
Owner: Gabriel Bonn
Address: 1175 Highland Place
Project: Replace one wood window with one fiber window
District: West 11th Street Historic District

Staff Member Schrobilgen presented the staff report noting that the structure is a contributing building within the West 11th Historic District. He stated that the applicant is requesting a Certificate of Appropriateness (COA) for alterations to a single window and that they would replace the window with the same style, type, and size but with wood-fiber composite instead of wood.

Bruce Timmerman, 555 Huff Street, spoke in favor of the request. He noted that the existing window is deteriorating and that the window is located in a bathroom. He said the property owner was hoping to make the switch to wood-fiber composite so that it won't deteriorate going forward. He said the edge of the rail is beveled to replicate a wood window and that the window would be in the entire opening and not a pocket window, in order to maintain the size.

Commissioners discussed the proposal. Monk asked if the sash was repairable and the applicant noted that too much of it was missing. Schwendinger noted that no alternatives were proposed and asked if the owners had considered just replacing the sash and said it would likely be cheaper. The applicant said he was unsure. Doyle asked if there were dimensions and noted that the bottom rail is typically larger than the others. The applicant replied that the bottom rail was the same thickness as the sides, so there would be a minor change there. Stuter asked what all the other windows are made of. The applicant noted he changed a couple wood windows a few years ago. Staff noted that the remaining windows appeared to be wood. They noted the alteration of one window can become a slippery slope and noted that it was on a primary façade.

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

Note: Commissioner Doyle recused himself from the 1248 Iowa Street citing a conflict of interest and left the Chambers.

DEMOLITION PERMIT:

Applicant: Andrew McCready, 563 Design
Owner: 1248 Iowa Street, LLC (Aaron Rauen)
Address: 1236-1248 Iowa Street
Project: Demolition of non-original section at northwest rear
District: Downtown Neighborhood Conservation District

Staff Member Schrobilgen presented the staff report noting that the structures are eligible for the National Register of Historic Places, and contain some non-original elements, like the rear 2nd and 3rd story sections proposed for demolition. He said it is unclear how old the shed structure is atop the one-story section, but it is proposed to be removed. He noted that the elements to be demoed are not a part of the original structure but the commission may consider if those sections have historic or architectural significance. He also noted that the Commission does not have design review over this project but the project is receiving city funding and therefore, Historic Preservation staff will have design review of the project.

Andrew McCready, 563 Design and Josh Jansen, RRS described the project noting that it will be a rehabilitation of the original building and that the deteriorating additions are to be demolished.

Commissioners asked for clarification on which sections were to be demolished. They agreed with the applicants that the portions to be demolished were not original and should enhance the historic portions.

Motion by Gau, seconded by Schwendinger, to approve the application as submitted due to those portions being demolished lack of significance. Motion carried by the

following vote: Aye – Janice Esser, Tim Gau, Christina Monk, Heidi Pettitt, Rick Stuter, Chad Witthoeft, Adam Schwendinger; Nay – none.

DEMOLITION PERMIT

Applicant: Nick Widmeier
Owner: Nick Widmeier
Address: 614 Loras Blvd
Project: Demolition request for house
District: West 11th Street Historic District

Motion by Esser, seconded by Doyle, to remove 614 Loras from table. 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.

Staff Member Wernimont stated that the request was to see whether demolition would be allowed. He said the owner stated that they purchased the building with the intention of rehabilitating it, but the condition and structure of the building has proved difficult to do that financially.

Staff Member Schrobilgen presented the staff report noting the two-story side gabled house retains its basic form but has had material changes over the years. He said the structure is not individually eligible for the National Register but is contributing to both the West 11th Street historic and conservation districts in which it resides and as a result is listed in those National Register and local historic districts.

Commissioners noted that the structure is one of few examples throughout the city and that it is contributing to the national register and historic districts. Commissioners noted that the property has architectural significance to the community.

Motion by Monk, seconded by Gau, to approve the application as submitted. Motion denied by the following vote: Aye – none; Nay – Janice Esser, Bill Doyle, Tim Gau, Christina Monk, Heidi Pettitt, Rick Stuter, Chad Witthoeft, Adam Schwendinger.

Staff noted the next step for the applicant would be to submit documentation for a Certificate of Economic Non-Viability.

ITEMS FROM PUBLIC: None.

ITEMS FROM COMMISSION: None.

ITEMS FROM STAFF:

Upcoming Training Opportunities (memo)

Wernimont referred to the upcoming trainings outlined in the memo. He also described his most recent trip to the National Trust for Historic Preservation's Past Forward conference.

ADJOURNMENT: Motion by Monk, seconded by Schwendinger, to adjourn the September 18, 2025 Historic Preservation Commission meeting. 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.

The meeting adjourned at 7:07 p.m.

Respectfully submitted,



Wally Wernimont, Planning Services Director

October 16, 2025

Adopted

PARK AND RECREATION COMMISSION MEETING
Tuesday, September 9, 2025
Eagle Point Park Tour
2601 Shiras Ave. Dubuque, Iowa 52001

PRESENT: Jess Ochoa, Jennifer Tigges, Robin Kennicker, Ron Axtell,
Lori Ollendick, and Jason Henkel

ABSENT: Josh Jorgenson

STAFF PRESENT: Dan Kroger, Steve Fehsal

CALL TO ORDER: Ochoa called meeting to order at 4:38 p.m.

MINUTES APPROVED VOTE:

It was moved by Axtell, second by Kennicker, to approve the amended minutes of the August 12, 2025, meeting. Unanimous.

PUBLIC INPUT:

None

**HILLCREST FAMILY SERVICES – REFLECTIONS IN THE PARK LEASE
AGREEMENT REVIEW AND RECOMMENDATION:**

Both Tigges and Axtell asked if there were any changes to the agreement. Park Division Manager Fehsal stated that there were no changes from the previous year agreement. The motion was made by Kennicker to recommend approval of the Hillcrest Family Services – Reflections in the Park Lease Agreement. This was second by Ollendick. Unanimous.

EAGLE POINT PARK TOUR

COMMISSION COMMUNICATION / QUESTIONS:

Tigges asked staff if they knew about a permit being granted to a group that utilized AY McDonald Park in July. Staff was unaware of any special event permit being provided to the group in question and the City Clerks Office had not reached out to the Department for approval.

ADJOURNMENT:

It was moved by Tigges, second by Axtell, to adjourn the meeting at 6:00 p.m. Unanimous.

MINUTES
CITY OF DUBUQUE ZONING BOARD OF ADJUSTMENT
REGULAR SESSION

5:30 p.m.

Thursday, September 25, 2025

City Council Chambers, Historic Federal Building

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

Board Members Excused: Gwen Kosel

Board Members Unexcused: None

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

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

MINUTES: Motion by Ahlvin, seconded by Stierman, to approve the minutes of the August 28, 2025 Zoning Board of Adjustment meeting as submitted. Motion carried by the following vote: Aye – Ahlvin, Mauss, Stierman and McCoy; Nay – None.

DOCKET – 37-25: Application of Jason Mouring, 2184 Fairway Drive, to install an 8' high fence along the east side property line where 7' high maximum is permitted and to construct an attached garage addition 12' from rear property line where 20' minimum is required in an R-1 Single Family Residential zoning district.

Jason Mouring, 2184 Fairway Drive, spoke in favor of the request. He explained that he is seeking to install an 8' fence on the east side property line to block light and noise. He said that he's seeking a reduced rear yard setback for a garage addition, which would incorporate an existing detached shed.

Ben Steuer, 3409 Kimberly Drive, spoke on behalf of his parents, who are neighbors of the applicant. He stated that they have no objection to the 8' height, but they would like the construction of the fence to be aesthetically pleasing, unlike the current fence with pieces added to the top. He also stated they would be willing to share the cost of the fence. He said they are concerned about the height of the garage and that it could look like a barn.

Chairperson McCoy asked if the fence would be neighbor-friendly meaning it would be a finished side would face the neighboring property, and Mr. Mouring replied that he had no issue with that.

Chairperson McCoy asked about the Building Department's role, and Staff Member

Schrobilgen stated they would require a permit and conduct inspections of the new garage construction.

Staff Member Duba detailed the staff report noting the characteristics of the subject property and the surrounding area. He described the requests and gave details about the proposal. He noted the proposed fence height would be 1' above the allowance. He noted there is a platted, unimproved alley at the rear, so the proposed garage would be 135' from the residence to the south. He notes building permits would be required for the fence and garage addition.

The Board questioned whether the 8' fence would be new construction and expressed a preference for a new fence that would be uniform from top to bottom, rather than adding height to the existing fence.

Board Members also discussed the need to manage stormwater on the subject property and that the property owner would be required to establish the property lines to the satisfaction of the building official. They also expressed the need for the garage addition to have a residential finish. Mr. Mouring said he was planning to use residential materials.

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

1. The 8' fence shall be uniform construction and materials from top to bottom (no add on pieces).
2. The 8' fence shall be neighbor friendly.
3. The garage shall be finished with residential materials.
4. Stormwater shall be managed on the subject property.
5. The property lines for the east side and rear shall be established to the satisfaction of the building official.

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

DOCKET – 38-25: Application of Corey Koppes, 3994 Oneida Avenue, to construct a 3,200 sq ft detached garage and 21' in height for a total of 4,800 sq ft of accessory structures, where a maximum of 1,000 sq ft and 15' in height is permitted in an R-1 Single-Family Residential zoning district.

Corey Koppes, 3994 Oneida Avenue, spoke in favor of the request. He explained that though he was previously approved to construct a 40' by 60' garage, he would like to extend it 20' further west to make a 40' by 80' garage. He noted the property to the east is wooded and zoned AG - Agriculture. He stated this would be his last request.

There was no public input.

Staff Member Schrobilgen detailed the staff report noting the previous Special Exception

approval for the 40' by 60' garage and the large area of the lot. He explained the new request would allow the garage in the same location as the prior approval but would extend the building 20' further to the east. He noted the code requirement for the driveway to be hard surfaced. He noted the roof height is now 21'.

Board Members discussed the request noting they would apply the same condition of approval regarding commercial a commercial activity in the structure. Otherwise, they did not have concerns about the request.

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

1. No commercial activity shall be permitted unless otherwise lawfully allowed pursuant to Iowa State Code regulations for No Impact Home-Based Businesses or is a permitted Home-Based Business use pursuant to City Code;
2. That the driveway be hard surfaced.

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

DOCKET – 39-25: Application of Scott & Tracy Billmeyer, 527 East 22nd Street, to construct a 19' x 15' covered patio 5' from front property line where 10' minimum is required, and to cover 66.1% of the lot with structures where 50% maximum is allowed in an R-2A Alternate Two-Family Residential zoning district.

Scott Billmeyer, 527 East 22nd Street, spoke in favor of the request. He explained that they are seeking to construct a roof over a concrete slab on grade located between the main house and the recently constructed addition along the west side of the house. He noted the roof would align with the front porch roof.

There was no public input.

Staff Member Moon detailed the staff report noting that the applicant is seeking to cover an existing concrete pad with a roof. She said the property has received multiple Special Exceptions in the past. She explained that the lot coverage is currently 55%, and this would increase it to 66.1%. She noted the property is compliant with the permeable area requirement of 20%. She explained the new roof would be 5' from the front property line, the same as the porch roof, thereby encroaching into the required front yard.

The Board suggested a condition that stormwater be managed on the subject property, and Mr. Billmeyer said the water is draining to the street. Staff Member Schrobilgen stated that it is permissible for a single-family residential lot to drain to the street.

The Board suggested a condition that the structure remain of an open design like the porch and that residential materials be used.

The Board asked when the project might be finished, and Mr. Billmeyer said he hoped to be done by winter.

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

1. Stormwater be managed on the subject property.
2. The covered patio remain of an open design.
3. That residential building materials be used.

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

ITEMS FROM PUBLIC: None.

ITEMS FROM BOARD: None.

ITEMS FROM STAFF: Next Meeting Date: October 23, 2025

ADJOURNMENT: Motion by Mauss, seconded by McCoy, to adjourn the September 25, 2025 Zoning Board of Adjustment meeting. Motion carried by the following vote: Aye – Ahlvin, Mauss, Stierman and McCoy; Nay – None

The meeting adjourned at 6:00 p.m.

Respectfully submitted,



Shena Moon, Associate Planner

October 23, 2025

Adopted

**City of Dubuque
City Council**

CONSENT ITEMS # 2.

ITEM TITLE:	Notice of Claims and Suits
SUMMARY:	Tyeandra Glover for vehicle damage; Braden Lechtenberg for vehicle damage; Duane Pitcher for loss of revenue.
SUGGESTED DISPOSITION:	Receive and File; Refer to City Attorney

ATTACHMENTS:

1. Claim by Duane Pitcher
2. Claim by Teyandra Glover
3. Claim by Braden Lechtenberg

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

mvm
Legal
Jenny Larson
Shelley Slickfort

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: Duane Pitcher
2. Address: 3507 Honeysuckle Road
City: Ames State: IA Zip: 50014
3. Telephone Number: 515.203.5858
4. Date of Incident: January 1994 to Present
5. Time of Incident: _____
6. Location of Incident (Be specific): Dubuque City Hall, 50 West 13th 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.)

See Attached

8. What were weather conditions like? N / A
9. Give name and address of any witnesses: N / A
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 physical injuries.

12. Was any damage done to property? (If so, describe property and the extent of damages. Attach estimates of damages or describe basis for ascertaining extent of damage.) No, all financial damages

13. What other damages do you claim, if any? Financial damages related to 457 contributions deducted from pay but not credited to my account and loss of earnings on contributions.

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? See Attached

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

17. Have you made any claim against anyone else for damages as a result of this incident? (If yes, give name and address.) No claim has been made. I have worked with the plan administrator, but for missing contributions they need records from the plan sponsor. I made a request for these records from the City of Dubuque and was notified that contribution records for the plan have not been maintained. For plans subject ERISA, claims would be made through the Department of Labor's Employee Benefits Security Administration. Government plans are not subject to ERISA but regulated by the IRS. The IRS has advised me that these plans are self governed and to make a claim directly with the plan sponsor. The IRS also advised me to file an IRS Form 13909 Tax Exempt Organization Complaint(Referral) since the City of Dubuque notified me that plan records have not been maintained, this form has been filed but does not constitute a claim.

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 19th__day of October_____, 2025__.



(Signature)

City Clerk's Office
Dubuque, IA

2025 OCT 22 AM 11:14

RECEIVED

Duane Pitcher

(Print Name)

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

mvm
Legal
Matthew Kakevich
Steve Fehsel

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: Tyeandra Glover

2. Address: 2654 JACKSON St.

City: Dubuque State: IA Zip: 52001

3. Telephone Number: (563) 239-8729

4. Date of Incident: October 21, 2025

5. Time of Incident: 4:00 PM

6. Location of Incident (Be specific): Directly in front of my home, where I park my car.

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.)

There is a large tree, owned by the city, directly in front of my home. It fell on my car denting the frame of my car on both sides, my hood, and busted my windshield.

8. What were weather conditions like? Cold, ~~overcast~~ gloomy

9. Give name and address of any witnesses: officer Brendan Nugget

10. Did police investigate? (If so, give names of officers.)

Yes, officer Brendan Nugget, Claim Number from officer: 2025-007532

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.)

The frame of my car is dented on passenger side and directly across on drivers side, The top is dented by the sunroof, scratches where tree rolled down car, entire windsheild is also busted, glass on seats & dashboard.

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?

Amount of repair

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

The tree is located between sidewalk and the curb directly in front of my residence, which is part of the city's right-of-way. Officer also stated it was a city owned tree. It's large and touches my house

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 22 day of October, 2025.

Tyeandra Glover (Signature)

Tyeandra Glover (Print Name)

(Rev. 9/24)

RECEIVED
2025 OCT 22 PM 2:26
City Clerk's Office
Dubuque, IA

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: Braden Lechtenberg
2. Address: 392 Bluff st. Apt
City: Dubuque State: IA Zip: 52001
3. Telephone Number: 641-895-3258
4. Date of Incident: 10/21/25
5. Time of Incident: 7:15 am
6. Location of Incident (Be specific): In the alley way between 3rd and 4th 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.)
I was leaving my apartment heading to school. A water main break was happening in the alley. Went the direction the worker stated. As driving down the alley the road gave out and my car ended up in a sink hole in the alley
8. What were weather conditions like? Cloudy
9. Give name and address of any witnesses: Water Works Department
10. Did police investigate? (If so, give names of officers.)
Yes; Officer Cameron McLain
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.)

Dent on front drivers side panel, plastic from car tore off from side/underneath, under car damages. The dealership briefly looked at the car yesterday and told me water was in the cab, water fully submerged the fuse box, most likely have water in the engine

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

None just the car damages

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?

Waiting on the determination of the damages

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

Yes

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 22 day of October, 2025.

Braden Lechtenberg

(Signature)

Braden Lechtenberg

(Print Name)

(Rev. 9/24)

RECEIVED
2025 OCT 22 PM 4:43
City Clerk's Office
Dubuque, IA

**City of Dubuque
City Council**

CONSENT ITEMS # 3.

ITEM TITLE: Disposition of Claims

SUMMARY: City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Tyendra Glover for vehicle damage; Braden Lechtenberg for vehicle damage; Duane Pitcher for loss of revenue.

**SUGGESTED
DISPOSITION:** Receive and File; Concur

ATTACHMENTS:

1. ICAP Referral

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 10/28/2025

RE: Claim Against the City of Dubuque by Tyeandra Glover

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Tyeandra Glover	10/22/2025	10/21/2025	Vehicle Damage

This is a claim in which Claimant alleges Claimant's vehicle was damaged when a limb from a City tree fell on top of it.

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

cc: Michael C. Van Milligen, City Manager
Steve Fehsal, Park Division Manager
Tyeandra Glover

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 10/28/2025

RE: Claim Against the City of Dubuque by Braden Lechtenberg

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Braden Lechtenberg	10/22/2025	10/21/2025	Vehicle Damage

This is a claim in which Claimant alleges Claimant's vehicle was damaged when Claimant was driving through an alley where a watermain had broken and Claimant's vehicle "ended up in a sink hole in the alley."

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

cc: Michael C. Van Milligen, City Manager
Arielle Swift, Public Works Director
Christopher Lester, Water Department Director
Braden Lechtenberg

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 10/28/2025

RE: Claim Against the City of Dubuque by Duane Pitcher

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Duane Pitcher	10/22/2025	January 1994-Present	Loss of Revenue

This is a claim in which Claimant alleges Claimant's contributions deducted from Claimant's salary to a deferred compensation plan sponsored by the City of Dubuque do not match the amounts being credited to Claimant.

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

cc: Michael C. Van Milligen, City Manager
Jenny Larson, Chief Financial Officer
Shelley Stickfort, Chief Human Resources Officer
Duane Pitcher

**City of Dubuque
City Council**

CONSENT ITEMS # 4.

ITEM TITLE: Approval of City Expenditures

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

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

ATTACHMENTS:

1. Memo Council for 2025_11_03
2. Approving Expenditures Resolution
3. Expenditure Report - Approvals
4. Expenditure Report - Exceptions
5. Finalized July Revenues
6. Finalized August Revenues
7. 11.03.25_August Interim Expenditures by Fund
8. 11.03.25_September Interim Revenues
9. 11.03.25_September Interim Expenditures by Fund
10. 11.03.25_October Interim Revenues

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Expenses Submitted for City Council Approval

DATE: October 27, 2025

Finance is submitting the following expenses to City Council for approval at the November 3, 2025, meeting. Payments on these expenses will be made November 5, 2025.

In addition, Finance is submitting expenses paid since October 22, 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. In accordance with Iowa Code Section 372.13(6), the City Clerk and Chief Financial Officer are hereby authorized and directed to provide the statement of receipts and disbursements to the City Council, and to publish a summary thereof.

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

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

COUNCIL APPROVAL

PAYDATE 11-05-2025

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
1800TShirts	\$ 238.00	Parking Employee Uniforms
1800TShirts	154.00	Parking Employee Uniforms
1800TShirts	30.00	Parking Employee Uniforms
1800TShirts	142.50	Transit Employee Uniforms
1800TShirts	55.00	Transit Employee Uniforms
1800TShirts	88.00	Transit Employee Uniforms
A & G ELECTRIC COMPANY	689.70	Intermodal Facility - Repairs to Control Box
ADDOCO INC	1,700.00	MULCH FOR GREENHOUSE AREAS
Advanced Turf Solutions, Inc.	77.20	TDR MOISTER METER
AIR VACUUM CORPORATION	1,316.00	ST5-Air Vac Filters for Apparatus Floor
AIRGAS USA LLC	3,439.87	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	2,504.12	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	3,411.57	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	3,488.91	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	3,024.83	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	26.74	Medical Oxygen for Ambulances
AIRGAS USA LLC	3,413.63	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	19.75	Medical Oxygen for Ambulances
AIRGAS USA LLC	2,993.75	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	3,374.97	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	3,315.57	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	3,444.02	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	2,635.34	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	2,311.44	Liquid Oxygen for the WRRRC - FY26
ALL SEASONS TRUCKING INC	7,300.00	Terminal Street Lift Station Bypass Pumping
ALL STAR ENVIRONMENTAL LLC	150.00	Removal & Disposal of 3 Mud Joint Fittings
ALLIANT ENERGY	1,725.89	Electricity for Intermodal Oct 25
ALLIANT ENERGY	628.62	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	3,489.09	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	2,149.79	Electricity for JOTC Oct 25
ALLIANT ENERGY	87.77	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	194.28	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	1,952.90	ST3-Underground Service Cable for Generator
ALLIANT ENERGY	79.65	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	605.04	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	10,234.17	Electrical Service for Building
ALLIANT ENERGY	103.22	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	89.63	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	1,957.31	FY26-UTILITY EXPENSE - ELECTRICITY FOR 6 STATIONS
ALLIANT ENERGY	14,545.14	WRRRC Electrical Expense - FY26
ALLIANT ENERGY	1.71	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	2,733.88	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	3,757.62	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	18,823.53	WRRRC Lift Stations - Electricity Expense FY26
ALLIANT ENERGY	306.89	FY26 Electrical Service for 300 Main, Suite 330
ALLIANT ENERGY	259.62	FY26 Electrical Service for 300 Main, Suite 330
Amazon Capital Services, Inc.	313.59	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	79.03	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	219.98	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	27.98	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	361.62	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	33.49	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	5.88	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	13.19	Supplies for programs, patrons, and maintenance
Aquatic Informatics Inc.	4,573.20	TOKAY WEBTEST IMPLEMENTATION FEE
ARTLIST LTD	5,000.00	ArtList_Motion Array Everything Business Plan
Ascendance Trucks LLC	390.00	Unit #3411 - Replacement part

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
Ascendance Trucks LLC	2,835.15	Unit #3405 - Gear, Steering, Reman
Ascendance Trucks LLC	129.28	Unit #3405 - Tank
Ascendance Trucks LLC	168.74	Unit #3405 - KINGPIN KIT, BUSHING, WATER PUMP
AT&T Mobility National Accounts, LLC	6,106.94	FY26 First Net Charges for iPhone/Tech Services
AT&T Mobility National Accounts, LLC	3,710.70	Cellular Service for Department
AT&T Mobility National Accounts, LLC	1,228.41	AT&T FirstNet - 08/29/25-09/28/25
Atlas Copco North America Inc	28,795.00	Portable Boiler Rent - Sept/Oct & Delivery Charge
Atlas Copco North America Inc	30,795.00	Portable Boiler Rent - Sept/Oct & Delivery Charge
B L MURRAY COMPANY INC	88.90	Cleaning Supplies
Bauer Built Inc	198.00	Bus Tire Repairs Gillig #2683, 2501, 2500
Bauer Built Inc	392.40	Bus Tire Repairs Gillig #2683, 2501, 2500
Bauer Built Inc	392.40	Bus Tire Repairs Gillig #2683, 2501, 2500
Bauer Built Inc	392.40	Bus Tire Repairs Gillig #2681, 2502
Bauer Built Inc	392.40	Bus Tire Repairs Gillig #2681, 2502
BENJAMIN J GINTER	75.99	Shop Supplies - GLOVES FOR SANDBLASTER
BILL MILLER LOGGING INC	1,062.00	MULCH FOR ORANGE PARK
BLACK HILLS/IOWA GAS UTILITY CO	44.39	FY26 1805 Central Ste 2
BLACK HILLS/IOWA GAS UTILITY CO	63.77	FY26 1157 Central Colts and MFC Bldg
BLACK HILLS/IOWA GAS UTILITY CO	43.09	NATURAL GAS FOR FY26
BLACK HILLS/IOWA GAS UTILITY CO	43.09	FY2026 BLANKET PO - GAS COSTS
BLACK HILLS/IOWA GAS UTILITY CO	66.36	FY26 1101 Central Colts and MFC Bldg Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	152.76	FY26 350 W 6th St Federal Bldg Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	53.33	FY26 1310 Main St Annex Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	68.53	FY26 350 W 6th St Federal Bldg Natural Gas
Boomerang Corp	32,145.77	Granger Creek Lift Station Improvements
BRANDON J NOEL	350.00	DJ FOR SPECIAL POPULATIONS HALLOWEEN DANCE
BUTT'S FLORIST & GREENHOUSE	55.00	FY26 WEEKLY FLOWER ARRANGEMENTS
BUTT'S FLORIST & GREENHOUSE	55.00	FY26 WEEKLY FLOWER ARRANGEMENTS
CALLAWAY GOLF SALES COMPANY	368.94	PRO SHOP ITEMS
CALLAWAY GOLF SALES COMPANY	129.00	PRO SHOP ITEMS
CALLAWAY GOLF SALES COMPANY	765.54	PRO SHOP ITEMS
CARLISLE RYAN DIGITAL SERVICES	97.51	invoice from planning dept 100053552
CEDAR RAPIDS HOUSING SERVICES	289.27	FSS#001550 ESCROW TRANSFER
CINTAS CORP	80.26	Floor Mat Service
CINTAS CORP	60.00	Cleaning Supplies / Mats - Intermodal - FY26
CINTAS CORP	35.00	JANITORIAL SUPPLIES- BHGC
CINTAS CORP	179.80	Mats, Cloths, shop towels JOTC FY26
CINTAS CORP	193.87	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	90.30	Floor Mat Service
CINTAS CORP	45.06	Floor Mat Service
CINTAS CORP	35.00	JANITORIAL SUPPLIES- BHGC
CINTAS CORP	52.43	Various Maintenance - FY26
CINTAS CORP	19.45	Various Maintenance - FY26
CINTAS CORP	54.48	Floor Mat Service
CINTAS CORP	179.80	Mats, Cloths, shop towels JOTC FY26
CINTAS CORP	272.29	Various Maintenance - FY26
CINTAS CORP	203.92	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	131.36	Cintas Ramp Rugs FY26
CINTAS CORP	60.00	Cleaning Supplies / Mats - Intermodal - FY26
CINTAS CORP	35.00	JANITORIAL SUPPLIES- BHGC
CINTAS CORP	220.66	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	692.84	Rugs/Towels for the WRRC-FY26
CINTAS FIRST AID & SAFETY	17.79	Replenish Safety Supplies Garage
CINTAS FIRST AID & SAFETY	113.87	FY2026 BLANKET PO - FIRST AID SUPPLIES
CINTAS FIRST AID & SAFETY	109.03	FIRST AIDE CABINET RESTOCKED
CINTAS FIRST AID & SAFETY	18.78	FIRST AIDE CABINET RESTOCKED- POD MARINA
CITY OF CEDAR RAPIDS	6,750.00	Cedar Rapids Academy
City of Dubuque	14,955.00	OCTOBER SUBSIDY
CITY OF DUBUQUE - UB	787.95	COMMUNITY IMPACT SERVICE PROGRAM FR 9/1/25-9/14/25
CivicPlus LLC	31,414.18	CivicPlus license and service agreement

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
CLEAN SWEEP OF I & I LLC	38.00	Car Wash
CLOCKWORK PARTNERS LLC	45.46	VIEWING TOWERS -EPP
COLONIAL TERRACE ANIMAL HOSPITAL	284.00	Prof Vet services potential neglect
COLONIAL TERRACE ANIMAL HOSPITAL	775.50	Prof Vet services stray dog hit by car
COMMAND SECURITY SOLUTIONS	30.89	ALARM MONITORING FY26
COMMAND SECURITY SOLUTIONS	38.99	ALARM MONITORING FY26
COMMAND SECURITY SOLUTIONS	38.99	ALARM MONITORING FY26
COMMUNICATIONS ENGINEERING CO	218.00	SEMI-ANNUAL FIRE PROTECTION INSPECTION
COMMUNICATIONS ENGINEERING CO	10,554.33	Ruckus- Watchdog Support 2025-2026
COMMUNITY FOUNDATION OF GREATER DBQ	18,750.00	FY26 Envision Dbq-comm f cos
COMMUNITY FOUNDATION OF GREATER DBQ	21,250.00	FY26 Project HOPE comm f COS
COMMUNITY FOUNDATION OF GREATER DBQ	18,750.00	FY26 Envision Dbq-comm f cos
COMMUNITY FOUNDATION OF GREATER DBQ	21,250.00	FY26 Project HOPE comm f COS
CONFLUENCE, INC.	20,080.00	Historic Millwork District Community Space Design
CONSTELLATION NEW ENERGY GAS DIV	156.60	Natural Gas City Hall
CONSTELLATION NEW ENERGY GAS DIV	2,304.37	Natural Gas - FY26 - Constellation
DANIEL SCHUSTER	85.00	Travel Reimbursement
DAVE HINZ CONSTRUCTION INC	20,535.95	Bee Branch Baffle Box
DEMMEER OIL COMPANY	2,688.73	UNLEADED FUEL- POD MARINA
Digitech Computer LLC	10,255.96	Ambulance Billing Cash Receipts
Dinges Partners Group	1,350.00	Flashlights and Glove Straps
Dinges Partners Group	1,118.06	Cleaning & repair of turnout gear
Dinges Partners Group	161.06	Flashlights and Glove Straps
DreamSeats, LLC	6,415.00	ST3-Conference Table/Chairs & Recliners
DUBUQUE AREA CHAMBER OF COMMERCE	1,570.00	2025-26 Leadership Dubuque Program
DUBUQUE COMMUNITY SCHOOL DIST	450.00	DCSD GYM RENTAL
DUBUQUE COMMUNITY SCHOOL DIST	5,068.41	Franchise Fee FY26
DUBUQUE COUNTY ABSTRACT & TITLE	145.00	Dubuque County Abstract & Title Company - IFA
DUBUQUE COUNTY AUDITOR	39,982.35	Elections
DUBUQUE COUNTY RECORDER	409.00	ACE CONSTRUCTION CONDEMNATION RECORD FEE
DUBUQUE COUNTY SHERIFF	8,277.89	DDTF Aug & Sept 25 Shared Exp Reports
DUBUQUE COUNTY SHERIFF	5,781.39	DDTF Aug & Sept 25 Shared Exp Reports
DUBUQUE COUNTY SHERIFF	22,180.42	Dubuque County Sheriff Sept25
DUBUQUE HOSE & HYDRAULICS	154.28	Shop Supplies 10/16/25
DUBUQUE HOSE & HYDRAULICS	71.08	Shop Tools 10/17/25
DUBUQUE HOSE & HYDRAULICS	419.56	UNIT #3471 - HOSE ASSEMBLY
DUBUQUE SIGN COMPANY	155.00	LID FOR BOX AT POD MARINA
DUBUQUE VISITING NURSE ASSOCIATION	2,805.20	Dubuque VNA Lead HH 10.9.2025
DYNAMIC LIFECYCLE INNOVATIONS INC	12,268.75	LF-Recycling services
EASTERN IOWA EXCAV & CONCRETE LLC	65,929.06	Iowa Amphitheater Schmitt Island Bid Pkg 1
Ed Stivers Ford Inc	49,713.00	VEHICLE 4907 REPLACEMENT
ETALYC, Inc.	5,000.00	Hyperflow Program - STIC
ETHAN J LEMBKE	400.00	Per Diem ILEA Instructor Joint Firearms
ETHAN J LEMBKE	400.00	Per Diem ILEA Instructor Joint Firearms
Evora Energy LLC	15,320.86	Fuel Island Demo & Construction
Evora Energy LLC	5,569.75	Fuel Island Demo & Construction
EVORA ENERGY, LTD	2,799.50	TRI ANNUAL FUEL INSPECTIONS
EXPRESS EMPLOYMENT PROFESSIONALS	676.39	Dispatcher Temp Services
EXPRESS EMPLOYMENT PROFESSIONALS	845.73	Dispatcher Temp Services
EXPRESS EMPLOYMENT PROFESSIONALS	271.09	Dispatcher Temp Services
EXPRESS EMPLOYMENT PROFESSIONALS	627.34	Dispatcher Temp Services
EXPRESS EMPLOYMENT PROFESSIONALS	744.60	Temporary Administrative Assistant for HR
EXPRESS EMPLOYMENT PROFESSIONALS	770.00	Express Employee 10122025
EXPRESS EMPLOYMENT PROFESSIONALS	709.20	Dispatcher Temp Services
EXPRESS EMPLOYMENT PROFESSIONALS	770.00	Express Employee 10192025
EXPRESS EMPLOYMENT PROFESSIONALS	315.00	Charge for Custodian - Phyllis Arensdorf
FERGUSON WATER WORKS SUPPLY #2516	3,187.50	SUPPLIES FOR METER STOCK
FOUR MOUNDS FOUNDATION	15,000.00	FY26 COS WINTER FARMERS MARKET MGMT
FRANSYL EQUIPMENT INC	620.00	REPAIRS ON #4425
FRIENDS OF ST MARY	1,000.00	Steeple Square Community Fest

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
GENUINE PARTS COMPANY INC	8.54	UNIT #3450 - MDL 30 OPEN BCK GRMT
GENUINE PARTS COMPANY INC	324.30	Stock Filters 10/17/25
GENUINE PARTS COMPANY INC	6.26	UNIT #3451 - GROMMET
GENUINE PARTS COMPANY INC	207.08	STOCK FILTERS
GENUINE PARTS COMPANY INC	35.38	Shop Supplies
GENUINE PARTS COMPANY INC	10.38	Stock Filters 10/23/25
GENUINE PARTS COMPANY INC	73.01	Stock Filters
GENUINE PARTS COMPANY INC	275.32	STOCK FILTERS 10/27/25
GENUINE PARTS COMPANY INC	23.74	Shop Supplies 10/27/25
GENUINE PARTS COMPANY INC	157.08	UNIT #1702 - AFT, OIL
GIERKE ROBINSON COMPANY INC	263.28	Unit #2702 - Gaskets, Carb. Assy, Spring, Filters
GILLIG LLC	8.90	Stock
GILLIG LLC	580.81	Stock - GILLIG 10/13/25
GILLIG LLC	342.18	UNIT #2683 - VALVES
GILLIG LLC	227.64	STOCK GILLIG 10/24/2025
GOODYEAR TIRE & RUBBER	2,599.05	Goodyear Tires August 25
GRAYMONT WESTERN LIME INC	5,505.64	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,537.44	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,467.48	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,571.36	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
HAUSERS WATER SYSTEMS INC	141.00	9" Mixed Bed Exch Tank - 10/10/25
HERBST UPHOLSTERY	540.00	UNIT #3241 - 3 TRUCK SEATS UPHOLSTERED
HILLS & DALES CHILD DEVELOPMENT	63.37	Franchise Fee FY26
HILLS & DALES CHILD DEVELOPMENT	923.95	Franchise Fee FY26
HILLS & DALES CHILD DEVELOPMENT	933.99	Franchise Fee FY26
HILLS & DALES CHILD DEVELOPMENT	63.38	Franchise Fee FY26
HILLS & DALES CHILD DEVELOPMENT	65.84	Franchise Fee FY26
HILLS & DALES CHILD DEVELOPMENT	750.13	Franchise Fee FY26
HM Life Insurance Company	95,095.31	Stop Loss Insurance premium for October 2025
HODGE COMPANY	11,684.98	Oct Data Center Rent and Expenses
HTC ENTERPRISES LC	977.71	UNIT #4002 Replacement Parts
IMON COMMUNICATIONS LLC	10,938.50	Bor 7 way Conduit NWA Penn to Chavenelle
INTERSTATE POWER SYSTEMS INC	869.00	UNIT# 3471 - Belts, Pulley
INTERSTATE POWER SYSTEMS INC	295.98	UNIT# 3471 - Oil pressure pipe
IOWA COMMUNITIES ASSURANCE POOL	6,521.45	FY26 Damage Claims
IOWA DEPARTMENT OF PUBLIC SAFETY	50.00	Certification Fees
IOWA DEPARTMENT OF PUBLIC SAFETY	50.00	Certification Fees
IOWA DEPT OF INSPECTIONS & APPEALS	40.00	Boiler Inspection - 10/08/25
IOWA KENWORTH INC	117.76	Stock - Engine
IOWA KENWORTH INC	3,520.00	Stock 10/27/2025
Iron Creek Group LLC	2,279.17	FY26 Rent for 300 Main, Suite 330
J & R SUPPLY COMPANY	1,116.50	HI-VIZ COATS FOR WATER DISTRIBUTION STAFF
JAMES J GRAVES	75.00	UNIT# 170003 - Animal Control vehicle decals
JAMES J GRAVES	55.00	UNIT# 430006 - WRRRC door decals
JEFFREY W ZASADA	6.99	Reimbursement for No Trespass sign - 980 Thomas Pl
JILL M CONNORS	29.00	reimbursement request jc
KENNETH M MILLER	580.80	40th Annual Hazardous Mat Management Conf 07/11/25
KILBURG EQUIPMENT LLC	317.29	Unit #3411 - TAG REGULATOR PRESSURE
KILBURG EQUIPMENT LLC	1,504.58	Unit #3411 - MODULES
KMDE LLC	1,938.48	MSC Solar Production- July 2025
KMDE LLC	1,996.56	MSC Solar Production- Aug 2025
KMDE LLC	1,996.56	MSC Solar Production- Sept 2025
KNOWBE4, INC	35,761.67	KnowBe4 Security Awareness Training & Subscription
KRUSER SEPTIC SERVICE INC	405.00	FY26 WRRRC As Needed Maintenance
LESLEIN TRUCKING	23,569.65	FY2026 BLANKET PO - SLUDGE HAULING SERVICES
LINK HYDRAULIC & SUPPLY	108.66	Unit #1906 - Drawer slide
LINWOOD CEMETERY ASSOCIATION	174.20	MONTHLY SUPPORT-SEPTEMBER 2025
LOGAN CONTRACTORS SUPPLY INC	2,637.36	3/4x18x3.5-12CD ST TECTYL
Logan Splinter	7,237.41	HDQ-Painting of Fire Headquarters
LYLE SUMEK ASSOCIATES INC	24,481.15	August (Sept) 2025 Goal Setting - Lyle Sumek

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
MACQUEEN EQUIPMENT GROUP	1,729.68	UNIT #2704 - JOYSTICK
MACQUEEN EQUIPMENT GROUP	2,739.95	UNIT #4007 - BELT
MACQUEEN EQUIPMENT GROUP	224.52	UNIT #4007 - Strap, Dirt Shoe Ext Spring
MARK J PORTZ	453.60	Per Diem ILEA Instructor Joint Firearms
MARK J PORTZ	400.00	Per Diem ILEA Instructor Joint Firearms
Martin E Benda	100.00	Per Diem APCO Fall 2025 Conference
MARY R CORRIGAN	40.00	Corrigan per diem 10/13/25-10/14/25 Ankeny, IA
MEDIACOM	236.90	FY26 INTERNET FOR POD MARINA
MEDICAL ASSOCIATES CLINIC PC	1,679.02	MMPI & Physical for New officer
MEGAN CARBONELLI	750.00	3rd and final Art En Route bus stop m
MERCY MEDICAL CENTER	525.00	EMS Pharmacy Fees
MICHAEL W WEIKERT JR	1,584.00	LF- Recycling Services
MIDLAND SCIENTIFIC INC	18,979.96	Midi Vap Ammonia Analyzer
MIKE FINNIN FORD LLC	215.34	Unit# 2618 - END ASY, GASKET, PAN ASY, CAP, OIL
MIKE FINNIN FORD LLC	10.68	Unit# 2618 - CAP-FILLER
MIKE FINNIN FORD LLC	821.73	Unit# 2615 - OIL, SCREEN, GASKET, ROTERS, BRAKE KI
Mint Green Group USA	98.45	PRO SHOP SPECIALTY ITEM
MODERN PIPING INC	4,327.50	Periodic Inspection of Auxiliary Boiler
MODERN PIPING INC	950.50	Periodic Inspection of Auxiliary Boiler
MULGREW OIL COMPANY	616.75	UNLEADED AND DIESEL FUEL- BHGC
MULGREW OIL COMPANY	433.72	UNLEADED AND DIESEL FUEL- BHGC
MULGREW OIL COMPANY	358.35	UNLEADED AND DIESEL FUEL- BHGC
MULGREW OIL COMPANY	392.22	UNLEADED AND DIESEL FUEL- BHGC
MULGREW OIL COMPANY	2,413.57	LF-# 2 PRM DYED WNTR DSL ULS15PPM 10/14/25
MULGREW OIL COMPANY	1,691.13	LF-# 2 PRM DYED WNTR DSL ULS15PPM 10/16/25
MULGREW OIL COMPANY	521.66	Winter Blend #2 - WRRRC Use
MULGREW OIL COMPANY	165.86	Winter Blend #1 - WRRRC Use
MUNICIPAL PIPE TOOL CO LLC	1,265.55	UNIT#2711 - PARTS
MUNICIPAL PIPE TOOL CO LLC	1,958.23	UNIT#2711 - Repair
MUNICIPAL PIPE TOOL CO LLC	151.59	UNIT#2704 - Parts
MUNICIPAL PIPE TOOL CO LLC	3,866.03	UNIT#2703 - Repair labor and parts
NATHAN M STEFFEN	80.00	Steffen Travel Reimbursement APWA Fall Conference
NICHOLAS EDWARDS, MD	3,333.33	EMS Director Yearly Salary for EMS Support FY26
NIELAND REFRIGERATION	6,392.23	WALK IN COOLER REPAIRS
O'REILLY AUTOMOTIVE INC	222.54	UNIT #130004 - FAN ASSEMBLY
O'REILLY AUTOMOTIVE INC	99.90	Stock Fluids 10/20/25
O'REILLY AUTOMOTIVE INC	179.80	Stock Blades 10/20/25
O'REILLY AUTOMOTIVE INC	144.80	UNIT #110025 - LUG NUTS
Otocast, LLC	1,375.00	"2025 AOTR Otocast"
OVERDRIVE INC	27.99	Downloadable Materials for Children's Collection
OVERHEAD DOOR COMPANY	491.50	JOTC garage door repairs
PALS	2,483.32	SD Grant-Lions Walk & Roll to School Week-PALS
PARK PLANET	570.00	MIRACLE LEAGUE PLAYGROUND PARTS
PATRICIA L GLEASON	446.30	Travel Reimbursement - Gleason for IMFOA Conferenc
PEGGY S ABIDI	159.30	MILEAGE REIMBURSEMENT-ABIDI
PENDLETON TURF SUPPLY	690.50	TURF CHEMICALS
PHELPS THE UNIFORM SPECIALISTS	48.19	Blanket Purchase Order - Weekly Uniform Cleaning
PIGOTT INC.	11,652.86	Furniture for Bureau Chief of EMS & Training
PITNEY BOWES GLOBAL FINANCIAL	824.94	Lease for Postage Meter 2025-09-06 to 2025-12-05
PRAIRIE FARMS	3,635.81	Franchise Fee FY26
PRAIRIE FARMS	491.63	Franchise Fee FY26
RACOM CORPORATION	223.93	HEADSET REPLACEMENT PARTS
RACOM CORPORATION	103,892.71	FY26-Portable Radios for Fire Department
RAPIDS REPRODUCTION INC	187.00	Ink and paper supplies for the plotter
RDG PLANNING & DESIGN	43,461.02	Q Casino Amphitheater Planning-New PO w/New Coding
RDG PLANNING & DESIGN	1,551.25	Q Casino Amphitheater Planning-New PO w/New Coding
RDG PLANNING & DESIGN	1,223.75	Q Casino Amphitheater Planning-New PO w/New Coding
RDG PLANNING & DESIGN	703.75	Q Casino Amphitheater Planning-New PO w/New Coding
RICHARD F BIECHLER	145.39	ST6-Changed Breaker in Panel
RILCO, Inc	376.25	Def Bulk

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
RILCO, Inc	358.75	Def Bulk
RILCO, Inc	4,427.25	Stock Fluids 10/22/25
RIVER CITY STONE	118.39	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	246.32	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
ROBERT D SCHIESL	80.00	Schiesl Travel Reimbursement Iowa APWA Fall Conf
ROEDER OUTDOOR POWER EQUIPMENT	449.85	Stock Filters 10/23/25
ROWELL CHEMICAL CORP	8,122.69	FY25-26 SODIUM HYPOCHLORITE BLANKET ORDER FOR WATE
SADLER POWER TRAIN INC	735.71	Stock Filters 10/23/25
Schadl Incorporated	1,344.36	Landfill General Plumbing- Pump Out Mudpits
SCHIMBERG COMPANY	2,385.00	PARTS FOR METER STOCK
SEDONA STAFFING	609.00	Hours Worked - Admin Support - 10/19/25
SELCO INC	7,500.00	W 32nd Street Pavement Markings
SIMON FIRE EQUIPMENT & REPAIR INC	34.50	Unit #1916 - Utility Light
SIMON FIRE EQUIPMENT & REPAIR INC	468.21	Stock Fire - 8/26/25
SIMON FIRE EQUIPMENT & REPAIR INC	363.50	Unit #1905 - VALVE KITS, OUTLET SEAL
SIMON FIRE EQUIPMENT & REPAIR INC	1,320.09	Unit #1916 - Flow meter sensor, Cable
SKYLINE TRUCKING & STORAGE INC	200.00	TOP SOIL
SKYLINE TRUCKING & STORAGE INC	550.00	TOP SOIL
SPRING GREEN LAWN CARE	305.25	WEED CONTROL
ST LUKES HEALTH - UNITYPOINT CLINIC	588.00	Random drug and alcohol tests - Aug & Sept 2025
Steven Puls	82.35	July - Sept 2025 Mileage - SP
SUSTAINABLE STRATEGIES DC	7,500.00	Strategic Funding Services - Grant Writing
Taylor Moch	138.88	Lunch for drone demo
THE FISCHER COMPANIES	80.00	Nov Parking for Human Rights 2 Spots at MFC Lot
THE FISCHER COMPANIES	80.00	Parking for IT - 2 spaces at Annex October
THE LOCKSMITH EXPRESS	198.50	DOGGING KIT & REMOVAL PANEL HARDWARE
THE LOCKSMITH EXPRESS	460.00	SERVICING LOCKS AT POD MARINA
THE LOCKSMITH EXPRESS	135.00	SERVICING LOCKS AT POD MARINA
THE LOCKSMITH EXPRESS	287.00	SERVICING LOCKS AT POD MARINA
THE LOCKSMITH EXPRESS	70.00	SERVICING LOCKS AT POD MARINA
THEISENS INC	80.00	Transit Uniform shoes
THOMPSON TIRE & RETREAD	1,007.64	UNIT# 1999 - REPLACE TIRES, ALNMNT, STRGHT WHEEL
THOMPSON TIRE & RETREAD	1,032.00	UNIT# 2562 - TIRE MOUNT 10/14/25
THOMPSON TIRE & RETREAD	75.00	UNIT# 2680 - TIRE EXCHANGE
THOMPSON TIRE & RETREAD	75.00	UNIT# 2682 - REPLACE TIRE
THOMPSON TIRE & RETREAD	383.00	UNIT# 2616 - MOUNTING, ALIGNMENT
THOMPSON TIRE & RETREAD	1,956.15	UNIT# 3204 - REPLACE TIRE
THOMPSON TIRE & RETREAD	1,092.88	UNIT# 540010 - PARTS
THOMPSON TIRE & RETREAD	195.00	UNIT# 2618 - ALIGNMENT
THREE RIVERS FS INC	424.65	LP GAS -MILLER RIVERVIEW
THREE RIVERS FS INC	43.65	MSC- LP Gas 33# Cylindar
TOP GRADE EXCAVATING INC	1,430,087.16	Old Mill LS and FM Project Phase 2
TOTAL ENERGY SYSTEMS LLC	2,384.88	Port Ramp Service Call
TRICON CONSTRUCTION GROUP	361,373.75	Old Mill Lift Station and Force Main
TRUCK EQUIPMENT INC	425.30	UNIT #4008 - LED LIGHT
TRUCK EQUIPMENT INC	1,025.10	UNIT #4008 - PARTS
TRUGREEN LIMITED PARTNERSHIP	168.10	FY26 Fed Bldg Lawn
TSCHIGGFRIE EXCAVATING	47,374.21	Primary Clarifier Cleaning - due to rainstorm
TSCHIGGFRIE EXCAVATING	242,854.90	N Schmitt Island Collection System Project Phase 1
TURPIN DODGE OF DUBUQUE LLC	374.00	UNIT #1915 - SENSOR
TURPIN DODGE OF DUBUQUE LLC	96.19	UNIT #1702 - FILTERS
TURPIN DODGE OF DUBUQUE LLC	42.74	Stock
Tyler McDonald	291.67	Stipend for Western Iowa Tech Academy
UNITED WAY SERVICES INC	1,000.00	United Way_FY26 Purchase of Services Agreement
US Foods	489.59	MISC FOOD ITEMS- BHGC
US Foods	47.28	FOOD STORAGE BAG FOR BHGC SNACK BAR
VAN-WALL EQUIPMENT CO	145.88	PARTS FOR GOLF MAINTENANCE SHOP
VAN-WALL EQUIPMENT CO	65.80	PARTS FOR GOLF MAINTENANCE SHOP
VERIZON WIRELESS SERVICES LLC	100.16	Fixed Route Signs Data
VERIZON WIRELESS SERVICES LLC	255.62	Fixed Route Rangers Data

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
VERIZON WIRELESS SERVICES LLC	240.24	Fixed Route Rangers Data
Vestis Group Inc (f/k/a Aramark)	131.94	Linens, tablecloths, cleaning cloths
Waterloo Tent & Tarp Company, Inc	7,790.00	POOL CANOPIES
WELTER STORAGE EQUIPMENT CO INC	2,550.00	NEW CHAIRS FOR WTP-REPLACING BROKEN ONES
WELU PRINTING COMPANY	312.80	STAFF BUSINESS CARDS
WELU PRINTING COMPANY	43.13	BUSINESS CARDS-LAURANA SNYDER
WENZEL TOWING SERVICE	187.50	Unit #2616 - CITY BUS TOWING
Western Iowa Tech Community College	6,681.29	Tuition Cost for New Officer Academy
WESTPHAL & COMPANY, INC	7,760.00	Ruby Sutton Bldg - Access Control System
WESTPHAL & COMPANY, INC	9,150.00	Boiler Room E-Stops, Gas Meters/Lighting
WESTPHAL & COMPANY, INC	254.38	Building Electrical Services
William Yeo	25.00	Gas for Ankeny Lab
Wincie Doffing	100.00	Per Diem APCO Fall 2025 Conference
WK CONSTRUCTION CO INC	17,130.96	(B)- Asphalt Milling Profile Services
WK CONSTRUCTION CO INC	18,395.16	(B)- Asphalt Milling Profile Services
WK CONSTRUCTION CO INC	27,497.40	(B)- Asphalt Milling Profile Services
ZOOBEAN INC	1,545.00	Beanstack subscription Sep. 2025 to Sep. 2026
Zynnovation LLC	6,605.76	TREE DIAPERS FOR TREE PLANTING
	<u>\$ 3,462,595.23</u>	

EXCEPTIONS TO COUNCIL APPROVAL

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
260400013	10/30/2025	3C PAYMENT USA CORP	\$	124.63 FY26 PARK ACH FEES
1016409	10/29/2025	AAAE	700.00	US Contract Tower Association Membership
519390	10/29/2025	Abigale David	120.00	2025 FALL AFTER SCHOOL BASKETBALL PROGRAM
1016417	10/29/2025	AECOM TECHNICAL SERVICES INC	73,717.82	B2E2 (705) RAISE Planning Grant Design Services
1016453	10/29/2025	AFFINITECH INC	37,435.04	SSA Quantum Server Support 2025
519359	10/29/2025	ALLIANT ENERGY	2,047.81	FY26 Electric Traffic & Street Lights
519359	10/29/2025	ALLIANT ENERGY	154.72	FY26 Electric Traffic & Street Lights
519359	10/29/2025	ALLIANT ENERGY	279.46	FY26 Electric Traffic & Street Lights
519359	10/29/2025	ALLIANT ENERGY	7,881.95	ALLIANT 4392701000 Ramps/Lots FY26
519359	10/29/2025	ALLIANT ENERGY	69.97	Blanket Purchase Order - Monthly Electric Service
519359	10/29/2025	ALLIANT ENERGY	14.85	Blanket Purchase Order - Monthly Electric Service
519359	10/29/2025	ALLIANT ENERGY	141.18	Blanket Purchase Order - Monthly Electric Service
519359	10/29/2025	ALLIANT ENERGY	36.92	Blanket Purchase Order - Monthly Electric Service
519359	10/29/2025	ALLIANT ENERGY	27.72	Blanket Purchase Order - Monthly Electric Service
519359	10/29/2025	ALLIANT ENERGY	146.04	Blanket Purchase Order - Monthly Electric Service
519359	10/29/2025	ALLIANT ENERGY	42.28	Blanket Purchase Order - Monthly Electric Service
519359	10/29/2025	ALLIANT ENERGY	1,009.05	Blanket Purchase Order - Monthly Electric Service
519359	10/29/2025	ALLIANT ENERGY	24.20	Blanket Purchase Order - Monthly Electric Service
519359	10/29/2025	ALLIANT ENERGY	1,363.95	Blanket Purchase Order - Monthly Electric Service
519359	10/29/2025	ALLIANT ENERGY	50.98	Blanket Purchase Order - Monthly Electric Service
519359	10/29/2025	ALLIANT ENERGY	263.56	Blanket Purchase Order - Monthly Electric Service
519359	10/29/2025	ALLIANT ENERGY	443.19	Blanket Purchase Order - Monthly Electric Service
519359	10/29/2025	ALLIANT ENERGY	77.44	Blanket Purchase Order - Monthly Electric Service
519359	10/29/2025	ALLIANT ENERGY	178.85	Blanket Purchase Order - Monthly Electric Service
519359	10/29/2025	ALLIANT ENERGY	30.53	ELECTRIC BILLS FOR FY26
519359	10/29/2025	ALLIANT ENERGY	10,040.92	FY26 Electric Traffic & Street Lights
519359	10/29/2025	ALLIANT ENERGY	1,748.50	FY26 535 E 16th
519359	10/29/2025	ALLIANT ENERGY	100.80	FY26 Electric Traffic & Street Lights
1016462	10/29/2025	Amanda Scheller	85.00	Travel Reimbursement
1016472	10/29/2025	Amano McGann Inc	2,101.00	Amano McGann Amano One Elite Software Package
1016455	10/29/2025	AMERICA LEARNS LLC	9,026.00	AMERICA LEARNS SUBSCRIPTION
519378	10/29/2025	AREA RESIDENTIAL CARE	71.23	Franchise Fee FY26
519378	10/29/2025	AREA RESIDENTIAL CARE	23.30	Franchise Fee FY26
519378	10/29/2025	AREA RESIDENTIAL CARE	54.15	Franchise Fee FY26
519378	10/29/2025	AREA RESIDENTIAL CARE	51.18	Franchise Fee FY26
519378	10/29/2025	AREA RESIDENTIAL CARE	59.31	Franchise Fee FY26
519378	10/29/2025	AREA RESIDENTIAL CARE	32.39	Franchise Fee FY26
1016420	10/29/2025	AssuredPartners Capital Inc	277.00	Endorsement added to general policy
519387	10/29/2025	AT&T Mobility National Accounts, LLC	1,575.63	FY2026 BLANKET PO - MONTHLY PHONE & IPAD COSTS
1016411	10/29/2025	AV FUEL	35.00	Blanket Purchase Order - Aviation Fuel
1016411	10/29/2025	AV FUEL	20,934.07	Blanket Purchase Order - Aviation Fuel
1016411	10/29/2025	AV FUEL	20,816.12	Blanket Purchase Order - Aviation Fuel
1016411	10/29/2025	AV FUEL	19,791.64	Blanket Purchase Order - Aviation Fuel
1016403	10/22/2025	B G BRECKE INC	3,864.51	Central Storage 2401 Central Ave- Boiler Inspectio
1016402	10/22/2025	BARD MATERIALS CENTRAL	583.15	CONCRETE FOR EMERGENCY WATER MAIN BREAK
1016402	10/22/2025	BARD MATERIALS CENTRAL	2,487.53	Various Concrete Products
1016402	10/22/2025	BARD MATERIALS CENTRAL	4,670.45	Various Concrete Products
1016402	10/22/2025	BARD MATERIALS CENTRAL	3,059.95	Various Concrete Products
1016402	10/22/2025	BARD MATERIALS CENTRAL	1,046.83	Various Concrete Products
1016402	10/22/2025	BARD MATERIALS CENTRAL	7,971.99	Various Concrete Products
1016402	10/22/2025	BARD MATERIALS CENTRAL	1,006.56	Various Concrete Products
1016402	10/22/2025	BARD MATERIALS CENTRAL	583.15	Various Concrete Products
1016402	10/22/2025	BARD MATERIALS CENTRAL	663.68	Various Concrete Products
1016402	10/22/2025	BARD MATERIALS CENTRAL	507.63	Various Concrete Products
1016402	10/22/2025	BARD MATERIALS CENTRAL	1,811.81	Various Concrete Products
1016402	10/22/2025	BARD MATERIALS CENTRAL	646.40	Various Concrete Products
1016402	10/22/2025	BARD MATERIALS CENTRAL	261.05	Various Concrete Products
1016402	10/22/2025	BARD MATERIALS CENTRAL	583.15	Various Concrete Products
1016402	10/22/2025	BARD MATERIALS CENTRAL	422.10	Various Concrete Products
1016402	10/22/2025	BARD MATERIALS CENTRAL	966.30	Various Concrete Products
1016402	10/22/2025	BARD MATERIALS CENTRAL	1,032.53	Various Concrete Products
1016402	10/22/2025	BARD MATERIALS CENTRAL	1,307.88	Various Concrete Products
1016480	10/29/2025	BARD MATERIALS CENTRAL	502.63	CONCRETE FOR EPP-SHIRAS SIDEWALK
1016480	10/29/2025	BARD MATERIALS CENTRAL	502.63	CONCRETE DUE TO EMERGENCY WATER MAIN VALVE REPAIR
1016410	10/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	117.79	NATURAL GAS FOR FY26
1016410	10/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	49.59	NATURAL GAS FOR FY26
1016410	10/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	44.39	NATURAL GAS FOR FY26
1016410	10/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	43.73	NATURAL GAS FOR FY26
1016410	10/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	101.24	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
1016410	10/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	74.28	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
1016410	10/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	95.06	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
1016410	10/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	43.73	FY2026 BLANKET PO - GAS COSTS
1016410	10/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	48.25	FY2026 BLANKET PO - GAS COSTS
1016410	10/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	43.09	FY2026 BLANKET PO - GAS COSTS
1016410	10/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	45.02	FY2026 BLANKET PO - GAS COSTS

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1016410	10/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	43.09	Locust Ramp Electricity FY26
1016410	10/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	48.25	Blanket Purchase Order - Monthly Gas Service
1016410	10/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	45.02	Blanket Purchase Order - Monthly Gas Service
1016410	10/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	43.73	Blanket Purchase Order - Monthly Gas Service
1016410	10/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	51.49	Blanket Purchase Order - Monthly Gas Service
1016410	10/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	43.73	Blanket Purchase Order - Monthly Gas Service
1016410	10/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	46.97	Blanket Purchase Order - Monthly Gas Service
1016410	10/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	43.09	Blanket Purchase Order - Monthly Gas Service
1016410	10/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	79.31	Blanket Purchase Order - Monthly Gas Service
1016406	10/22/2025	BOUND TO STAY BOUND BOOKS INC	182.21	Children's books for collection
1016481	10/29/2025	BOUND TO STAY BOUND BOOKS INC	310.81	Children's books for collection
1016481	10/29/2025	BOUND TO STAY BOUND BOOKS INC	4,347.03	Children's books for Outreach - Bright Beginnings
1016408	10/22/2025	CAPITAL SANITARY	187.97	Janitorial Supplies
1016408	10/22/2025	CAPITAL SANITARY	320.09	Janitorial Supplies
1016408	10/22/2025	CAPITAL SANITARY	61.80	Janitorial Supplies
1016408	10/22/2025	CAPITAL SANITARY	1,383.53	JANITORIAL SUPPLIES FOR PARKS
1016421	10/29/2025	CENGAGE LEARNING INC	32.79	Large Print books for circulating collection
519379	10/29/2025	CENTER POINT INC	25.77	Large print books for circulating collection
519379	10/29/2025	CENTER POINT INC	22.77	Large print books for circulating collection
519379	10/29/2025	CENTER POINT INC	50.94	Large print books for circulating collection
1016464	10/29/2025	Christopher F Harrison	741.91	Fenelon Hill Annual Block Party
1016412	10/29/2025	CINTAS CORP	124.79	Cintas Ramp Rugs FY26
1016412	10/29/2025	CINTAS CORP	164.21	Cintas Ramp Rugs FY26
1016412	10/29/2025	CINTAS CORP	168.74	Cintas Ramp Rugs FY26
1016413	10/29/2025	COMMUNICATIONS ENGINEERING CO	2,479.26	Ruckus One Co-Term for City of Dubuque 2025-26
1016413	10/29/2025	COMMUNICATIONS ENGINEERING CO	10,300.50	Sophos Central Mobile Advanced Renewal
1016442	10/29/2025	CONSTELLATION NEW ENERGY GAS DIV	520.16	COD-Dubuque City Garage: Kerper Aug 2025
1016470	10/29/2025	CR Signs & Lighting, Inc	2,000.00	DBQ Billboard Advertising
1016446	10/29/2025	CRAWFORD HEATING AND COOLING CO INC	692.58	REBUILD BACKFLOWS
1016446	10/29/2025	CRAWFORD HEATING AND COOLING CO INC	402.56	REBUILD BACKFLOWS
1016446	10/29/2025	CRAWFORD HEATING AND COOLING CO INC	235.00	Annual Fire Backflow Prevention Testing
1016474	10/29/2025	CRESCENT ELECTRIC	117.37	5th St Ramp Gel Lamps
1016474	10/29/2025	CRESCENT ELECTRIC	64.05	5th St Ramp Gel Lamps
1016466	10/29/2025	David Grass	85.00	Travel Reimbursement
1016414	10/29/2025	DELTA DENTAL OF IOWA	26,075.38	FY26 Delta Dental - November 2025
1016415	10/29/2025	DEMCO INC	60.90	Office supplies for Adult Services
1016436	10/29/2025	DEMMER OIL COMPANY	2,500.00	Gasohol and Diesel
1016436	10/29/2025	DEMMER OIL COMPANY	1,000.60	Gasohol and Diesel
1016436	10/29/2025	DEMMER OIL COMPANY	21,394.89	Diesel
1016473	10/29/2025	DEMOND GEORGE	245.00	2025 FALL AFTER SCHOOL BASKETBALL PROGRAM
519385	10/29/2025	DIETZ ENTERPRISES LLC	7,325.00	3178 Sheridan HHP Work
519385	10/29/2025	DIETZ ENTERPRISES LLC	14,195.00	3178 Sheridan HHP Work
1016457	10/29/2025	Dubuque and Jackson County Habitat for Humanity	3,229.00	Habitat for Humanity_FY26 Purchase of Serv Agreeeme
519361	10/29/2025	DUBUQUE AREA CHAMBER OF COMMERCE	799.00	DC Fly In 2025 - Dalsing
519362	10/29/2025	DUBUQUE COMMUNITY SCHOOL DIST	1,019.19	Franchise Fee FY26
519362	10/29/2025	DUBUQUE COMMUNITY SCHOOL DIST	889.81	Franchise Fee FY26
1016416	10/29/2025	DUBUQUE COUNTY HISTORICAL SOCIETY	166.10	Franchise Fee FY26
1016416	10/29/2025	DUBUQUE COUNTY HISTORICAL SOCIETY	1,886.52	Franchise Fee FY26
519363	10/29/2025	DUBUQUE COUNTY RECORDER	27.00	2025-00008421/27.00/8901/Theisen's
519358	10/23/2025	DUBUQUE COUNTY TREASURER	14,814.00	Property Taxes - Parcel #1118276902
519358	10/23/2025	DUBUQUE COUNTY TREASURER	2,732.00	Parcel #1527201004 - 10965 Aviation Rd
519358	10/23/2025	DUBUQUE COUNTY TREASURER	457.00	Parcel #1013437012 980 Thomas PL Property Taxes
1016394	10/22/2025	DUBUQUE FIRE EQUIPMENT INC	1,060.50	Yearly Fire Extinguisher Maintenance
1016475	10/29/2025	DUBUQUE FIRE EQUIPMENT INC	42.00	VEHICLE 4901 FIRE EXTINGUISHER RECHARGE
1016437	10/29/2025	DUBUQUE SIGN COMPANY	75.00	Laminated Vinyl Decals
1016418	10/29/2025	EAST CENTRAL INTERGOVERN ASSOC	1,031.50	16th St Detention Basin Culvert & Pumping Station
1016444	10/29/2025	EASTERN IOWA EXCAV & CONCRETE LLC	54,938.87	Auburn & Custer Utility & Roadway Project
1016456	10/29/2025	ECI SOFTWARE SOLUTION	12,598.85	Print Audit License Renewal
1016433	10/29/2025	FOTH INFRASTRUCTURE & ENVIRO LLC	5,760.50	Airfield Pavement Management Program Update - 08/2
1016450	10/29/2025	FOUNTAIN OF YOUTH PROGRAM	5,000.00	Fountain of Youth_FY26 Purchase of Serv Agreement
1016419	10/29/2025	FOUR MOUNDS FOUNDATION	5,000.00	1461 Atlantic OAHMP Work
1016419	10/29/2025	FOUR MOUNDS FOUNDATION	4,800.00	2272 Pasadena #7 Peggy Gibson - Four Mounds Found.
519364	10/29/2025	GIESE SHEET METAL CO INC	127,346.66	Fire HQ HVAC Replacement Project
1016463	10/29/2025	Global Flight Solutions, LLC	4,000.00	Blanket Purchase Order - Monthly Air Serv. Consult
1016404	10/22/2025	GUMDROP BOOKS	4,850.00	Children's books for collection
1016422	10/29/2025	HDR ENGINEERING INC	2,864.91	E/W Corridor Capacity Improv-University Overlap
519365	10/29/2025	HOLY FAMILY CATHOLIC SCHOOLS	68.93	Franchise Fee FY26
519365	10/29/2025	HOLY FAMILY CATHOLIC SCHOOLS	1,909.58	Franchise Fee FY26
1016451	10/29/2025	IAN C HATCH	244.80	Iowa 2025 downtown Conference/Reimbursement items
1016452	10/29/2025	ID WHOLESALER	372.97	Proximity ID Supplies
1016454	10/29/2025	IMWCA	6,178.98	TPA 411 Payments for September 2025
1016454	10/29/2025	IMWCA	17,025.70	TPA Payments - September 2025
1016440	10/29/2025	INGRAM LIBRARY SERVICES INC.	665.89	Children's books for collection
1016440	10/29/2025	INGRAM LIBRARY SERVICES INC.	89.32	Teen/Young Adult Materials for Collection
1016440	10/29/2025	INGRAM LIBRARY SERVICES INC.	1,009.23	Children's books for collection

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1016440	10/29/2025	INGRAM LIBRARY SERVICES INC.	56.40	Teen/Young Adult Materials for Collection
1016440	10/29/2025	INGRAM LIBRARY SERVICES INC.	2,522.26	Circulating materials for Adult library collection
1016440	10/29/2025	INGRAM LIBRARY SERVICES INC.	2,169.68	Circulating materials for Adult library collection
1016440	10/29/2025	INGRAM LIBRARY SERVICES INC.	414.17	Children's books for collection
1016440	10/29/2025	INGRAM LIBRARY SERVICES INC.	2,388.52	Circulating materials for Adult library collection
1016468	10/29/2025	IPS Group Inc	72.60	Lcstrp/Intrmp Kiosk CC Transaction and Gateway Fee
1016461	10/29/2025	Joshua C Knepper	85.00	Travel Reimbursement
519391	10/29/2025	JQ Construction LLC	450,248.21	LEAD SERVICE LINE REPL. PROJ-PHASE 1 CONSTRUCTION
1016432	10/29/2025	KEVIN C ESSER	85.00	Travel Reimbursement
1016395	10/22/2025	KONE INC	200.00	Elevator Maintenance - FY26
519383	10/29/2025	LBC FRAMING & ELECTRICAL LLC	841.00	ST2-Replace emergency ballast
519366	10/29/2025	LIME ROCK SPRINGS CO	103.95	BEVERAGES THROUGH JUNE 2026
519366	10/29/2025	LIME ROCK SPRINGS CO	236.34	BEVERAGES THROUGH JUNE 2026
519367	10/29/2025	LORAS COLLEGE	5,063.31	Franchise Fee FY26
519367	10/29/2025	LORAS COLLEGE	121.17	Franchise Fee FY26
519368	10/29/2025	LORAS COLLEGE	2,400.00	2025 FALL AFTER SCHOOL BASKETBALL PROGRAM
1016396	10/22/2025	MAQUOKETA VALLEY ELECTRIC COOP	500.28	FY2026 BLANKET PO - ELECTRICITY COSTS
1016396	10/22/2025	MAQUOKETA VALLEY ELECTRIC COOP	249.47	FY2026 BLANKET PO - ELECTRICITY COSTS
1016396	10/22/2025	MAQUOKETA VALLEY ELECTRIC COOP	460.48	FY2026 BLANKET PO - ELECTRICITY COSTS
1016396	10/22/2025	MAQUOKETA VALLEY ELECTRIC COOP	1,691.23	Energy Costs
1016396	10/22/2025	MAQUOKETA VALLEY ELECTRIC COOP	80.00	Energy Costs
1016396	10/22/2025	MAQUOKETA VALLEY ELECTRIC COOP	88.76	Energy Costs
1016476	10/29/2025	MAQUOKETA VALLEY ELECTRIC COOP	74.18	FY26 Electric Traffic & Street Lights
1016476	10/29/2025	MAQUOKETA VALLEY ELECTRIC COOP	53.75	FY26 Electric Traffic & Street Lights
1016476	10/29/2025	MAQUOKETA VALLEY ELECTRIC COOP	42.00	Blanket Purchase Order - Monthly Electric Service
1016476	10/29/2025	MAQUOKETA VALLEY ELECTRIC COOP	42.35	Blanket Purchase Order - Monthly Electric Service
1016476	10/29/2025	MAQUOKETA VALLEY ELECTRIC COOP	435.43	Blanket Purchase Order - Monthly Electric Service
1016476	10/29/2025	MAQUOKETA VALLEY ELECTRIC COOP	89.22	Blanket Purchase Order - Monthly Electric Service
1016476	10/29/2025	MAQUOKETA VALLEY ELECTRIC COOP	2,186.91	Blanket Purchase Order - Monthly Electric Service
1016476	10/29/2025	MAQUOKETA VALLEY ELECTRIC COOP	315.59	FY26 Electric Traffic & Street Lights
1016476	10/29/2025	MAQUOKETA VALLEY ELECTRIC COOP	50.80	FY26 Electric Traffic & Street Lights
1016476	10/29/2025	MAQUOKETA VALLEY ELECTRIC COOP	55.15	FY26 Electric Traffic & Street Lights
1016467	10/29/2025	Martin Fitzpatrick	85.00	Travel Reimbursement
1016469	10/29/2025	Matthew Dressler	750.00	2310 Mineral Final Invoice
1016469	10/29/2025	Matthew Dressler	20,750.00	2310 Mineral HHP Work
519393	10/29/2025	Matthew Norwood	109.95	refund of app and background fee for solicitor
1016424	10/29/2025	MCDERMOTT EXCAVATING	5,559.40	CONSTRUCTION OF 3 MINI PARKS
519369	10/29/2025	MEDICAL ASSOCIATES CLINIC PC	1,992.00	pre-employ screening, phys, vaccine, drug/alcohol
1016429	10/29/2025	MICS CONSTRUCTION	5,150.00	942 Southern Ave. - Homeowner Rehabilitation
1016435	10/29/2025	MIDWEST TAPE LLC	679.98	Adult DVDs, BluRays, CDs for Collection
1016435	10/29/2025	MIDWEST TAPE LLC	691.73	Adult DVDs, BluRays, CDs for Collection
1016435	10/29/2025	MIDWEST TAPE LLC	702.32	Adult DVDs, BluRays, CDs for Collection
519388	10/29/2025	Miranda Onofre	1.68	MILEAGE REIMBURSEMENT
1016438	10/29/2025	NETWORK COMPUTER SOLUTIONS	2,625.00	Service on 9/3, 9/18, 9/23, 9/30, and 10/2
519392	10/29/2025	NEZTROP, LLC	1,000.00	Lease w/ Neztrop LLC for Bee Branch Material Stora
519392	10/29/2025	NEZTROP, LLC	1,000.00	Lease w/ Neztrop LLC for Bee Branch Material Stora
1016441	10/29/2025	NICHOLAS A ESCH	85.00	Travel Reimbursement
1016471	10/29/2025	Online Solutions LLC	80,400.00	53 Citizenserve User Subscriptions & 2 Read Only
519394	10/29/2025	OUGLAS JORDAN OR MISTI CORKERY	40.00	AMBULANCE REFUND
1016439	10/29/2025	OVERDRIVE INC	914.32	Downloadable Materials for Children's Collection
1016439	10/29/2025	OVERDRIVE INC	1,033.86	Downloadable Ebooks and EAudio for Adult Collectio
1016439	10/29/2025	OVERDRIVE INC	1,159.52	Downloadable Materials for Children's Collection
1016439	10/29/2025	OVERDRIVE INC	810.74	Downloadable Materials for Teen/YA Collection
519370	10/29/2025	OVERHEAD DOOR COMPANY	3,999.90	New Hangar Door for Crescent Hangar
1016482	10/29/2025	PARKING INC	175.00	Iowa/Five Flags Ramp Server Maintenance
1016459	10/29/2025	Parsons Transportation Group Inc	6,764.22	STREETS Project
1016445	10/29/2025	PASSPORT LABS INC	1,844.50	Passport Parking Meter App FY26
1016443	10/29/2025	PETDATA	3,738.40	September PetData Fees
1016449	10/29/2025	PHELPS THE UNIFORM SPECIALISTS	48.19	Blanket Purchase Order - Weekly Uniform Cleaning
1016460	10/29/2025	Presentation Lantern	3,854.00	Presentation Lantern_FY26 Purchase of Serv Agreeme
519384	10/29/2025	PUCK CUSTOM ENTERPRISES, INC	14,413.54	Parts for pump at Old Flexsteel Site
519371	10/29/2025	RADIO DUBUQUE INC	400.00	Denver Air Conn Marketing - New service ORD-DBQ
519371	10/29/2025	RADIO DUBUQUE INC	400.00	Denver Air Conn Marketing - New service ORD-DBQ
1016407	10/22/2025	RAVE WIRELESS INC	7,854.00	Rave Mobile Safety - Smart 911
1016407	10/22/2025	RAVE WIRELESS INC	1,836.00	RAVE Panic Button 10/01/25-09/30/25
1016431	10/29/2025	RAYMOND L GOEDERT	25.00	SOFTBALL UMPIRE
1016397	10/22/2025	RIVER CITY PAVING	87,828.77	2025:: JUL-DEC Hot & Cold Mix Asphalt
1016477	10/29/2025	RIVER CITY PAVING	4,491.11	2025:: JUL-DEC Hot & Cold Mix Asphalt
1016425	10/29/2025	ROBERT D SCHIESL	51.00	Schiesl Travel Reimbursement ASCE Conference
1016448	10/29/2025	ROBERT G WRIGHT JR	7,700.00	806 Lowell Construction HH22
260400014	10/24/2025	RXBENEFITS INC	100,855.93	FY26 Prescription Admin & Claims-8/16 to 10/10/25
1016465	10/29/2025	Ryan S Neuhaus	418.61	Travel Reimbursement
519372	10/29/2025	SAINT MARK YOUTH ENRICHMENT	10,672.40	Saint Marks_FY26 Purchase of Services Agreement
1016447	10/29/2025	SAMUEL J JANECKE	85.00	Travel Reimbursement
1016458	10/29/2025	Save On SP, LLC	2,415.02	Savings on specialty drugs - September 2025
1016478	10/29/2025	SCOTT PRINTING	798.00	DOG PARK ENVELOPES

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
519386	10/29/2025	STEFFEN LAWN & SNOW	1,374.00	Lawn Mowing - City Owned Properties for 2024-2025
1016430	10/29/2025	STEPHEN J FEHSAL	140.00	TRAVEL REIMBURSEMENTS-FEHSAL
1016426	10/29/2025	STRAND ASSOCIATES INC	1,992.30	Fire Station 2, 3, 4, 5, and 6 Masonry Repair
1016426	10/29/2025	STRAND ASSOCIATES INC	737.67	42-Inch Force Main Stabilization Proj
1016398	10/22/2025	TELEGRAPH HERALD	900.53	Publication Expenses
1016398	10/22/2025	TELEGRAPH HERALD	193.30	Publication Expenses
1016399	10/22/2025	TERMINAL SUPPLY	444.24	SHOP - Bin Supplies
519360	10/29/2025	THE DUBUQUE ADVERTISER	967.00	Blanket Purchase Order - Marketing
1016423	10/29/2025	THE LOCKSMITH EXPRESS	90.00	900 1/2 Merz St. - City Owned Property - Re-Key
1016423	10/29/2025	THE LOCKSMITH EXPRESS	203.00	980 Thomas Place - City Owned Property- Re-Key
1016423	10/29/2025	THE LOCKSMITH EXPRESS	30.00	parking Ramps Keys Cut
519380	10/29/2025	THE METRIX COMPANY	247.73	Franchise Fee FY26
519377	10/29/2025	TIMOTHY P GOTTSCHALK	75.00	SOFTBALL UMPIRE
519373	10/29/2025	TOTAL MAINTENANCE INC	20,580.00	HVAC Full Maintenance Coverage Agreement
519381	10/29/2025	TOWNSQUARE MEDIA LLC	4,500.00	September 2025 Advertising
1016483	10/30/2025	TRICON CONSTRUCTION GROUP	49,161.03	MSC Reception Renovation
519382	10/29/2025	TRISTA M DAVID	120.00	2025 FALL AFTER SCHOOL BASKETBALL PROGRAM
1016405	10/22/2025	TRI-STATE PORTA POTTY INC	495.00	Rental of units for Landfill and Streets
1016405	10/22/2025	TRI-STATE PORTA POTTY INC	1,035.00	PORT A POTTIES OCT 2025
1016400	10/22/2025	TRUCK COUNTRY OF IOWA INC	584.36	Stock Batteries 10/10/25
1016400	10/22/2025	TRUCK COUNTRY OF IOWA INC	91.59	Unit # 4004- Housing Breather
1016400	10/22/2025	TRUCK COUNTRY OF IOWA INC	51,783.38	Unit #Gillig Bus Parts/ Diagnose and Advise
1016400	10/22/2025	TRUCK COUNTRY OF IOWA INC	845.41	Unit # 2501- Sensor, Nitrogen Oxide
1016400	10/22/2025	TRUCK COUNTRY OF IOWA INC	688.32	Stock- Air Suspension Bellows
519374	10/29/2025	UNION HOERMANN PRESS	1,745.00	AOTR Brochures Invoice-bs
519395	10/29/2025	UNITED HEALTHCARE INSURANCE CO	156.35	AMBULANCE REFUND
519375	10/29/2025	UNIVERSITY OF DUBUQUE	2,000.00	2025 FALL AFTER SCHOOL BASKETBALL PROGRAM
519376	10/29/2025	VERIZON WIRELESS SERVICES LLC	387.86	Blanket Purchase Order - Monthly Data Charges
1016434	10/29/2025	Vestis Group Inc (f/k/a Aramark)	112.79	Linens, tablecloths, cleaning cloths
1016427	10/29/2025	WARTBURG THEOLOGICAL SEMINARY	586.81	Franchise Fee FY26
1016427	10/29/2025	WARTBURG THEOLOGICAL SEMINARY	58.51	Franchise Fee FY26
519396	10/29/2025	WELLMARK BLUE CROSS & BLUE SHIELD OF IOWA	642.80	AMBULANCE REFUND
519389	10/29/2025	Westbluff, LLC	864.53	USDA Contractor Agreement_Westbluff LLC
1016428	10/29/2025	WHKS AND COMPANY	2,154.56	Auburn and Custer Bidding and Construction Assista
1016401	10/22/2025	ZARNOTH BRUSH WORKS INC	119.70	STOCK - Street Sweeper Brushes
1016479	10/29/2025	ZOLL MEDICAL CORPORATION	1,489.60	Various Medical Supplies
			<u>\$</u>	<u>1,636,840.23</u>

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

<u>Revenue Type</u>	<u>Amount</u>
Charge for services	8,221,917.87
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>\$ 13,065,642.00</u></u>

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

<u>Fund</u>	<u>Amount</u>
General Fund	5,085,039.30
Special Revenue	1,851,298.90
Debt Service	1,911.31
Capital Projects	646,623.04
Water	1,348,917.44
Sanitary	1,461,390.78
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>\$ 13,065,642.00</u></u>

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

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

<u>Revenue Type</u>	<u>Amount</u>
Charge for services	9,404,582.50
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><u>\$ 18,663,733.95</u></u>

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

<u>Fund</u>	<u>Amount</u>
General Fund	4,385,592.90
Special Revenue	1,640,216.50
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	407,059.22
DMASWA	1,052,810.28
Total	<u><u>\$ 18,663,733.95</u></u>

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

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

General	1,910,919.52
Special Revenue	664,603.93
Capital Projects	2,015,837.22
Water	525,682.50
Sanitary Sewer	285,900.60
Stormwater	29,370.55
Parking	80,001.31
Refuse	45,921.79
Transit	38,987.22
Internal Service	4,022.52
DMAWA	274,594.90
GRAND TOTAL	<u>\$ 5,875,842.06</u>

***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	7,447,619.90
Grants/Contributions	3,360,947.59
Property Taxes	2,841,926.37
TIF	2,009,543.25
LOST	1,100,968.65
Hotel/Motel Tax	324,018.54
Utility Franchise Fees	629,064.30
Gaming	52,421.88
Investment Earnings	148,077.15
Gain on Disposal	28,446.01
Miscellaneous	142,265.00
Total	<u><u>\$ 18,085,298.64</u></u>

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

<u>Fund</u>	<u>Amount</u>
General Fund	7,909,837.96
Special Revenue	4,244,978.81
Debt Service	28,498.05
Capital Projects	741,338.39
Water	1,014,494.97
Sanitary	1,136,022.96
Stormwater	536,491.01
Parking	240,666.82
Refuse	354,824.43
Transit	172,968.65
Internal Service	685,822.22
DMASWA	1,019,354.37
Total	<u><u>\$ 18,085,298.64</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
PERIOD ENDING SEPTEMBER 30,2025
INTERIM EXPENDITURES BY FUND

General	1,459,434.73
Special Revenue	91,386.40
Capital Projects	1,412,557.20
Water	106,035.73
Sanitary Sewer	695,861.27
Stormwater	274,881.01
Parking	28,777.92
Refuse	4,034.53
Transit	16,891.43
Internal Service	7,306.27
DMAWA	1,279,493.20
GRAND TOTAL	<u>\$ 5,376,659.69</u>

***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 OCTOBER 31, 2025
INTERIM REVENUES BY TYPE

<u>Revenue Type</u>	<u>Amount</u>
Charge for services	7,613,346.14
Grants/Contributions	1,716,918.36
LOST	1,191,929.51
Hotel/Motel Tax	378,459.51
Utility Franchise Fees	131,754.00
Gaming	34,458.20
Investment Earnings	125,934.18
Gain on Disposal	17,823.04
Miscellaneous	2,561,221.41
Total	<u><u>\$ 13,771,844.35</u></u>

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

<u>Fund</u>	<u>Amount</u>
General Fund	3,245,431.55
Special Revenue	1,610,791.25
Capital Projects	598,520.48
Water	1,753,857.10
Sanitary	4,088,072.70
Stormwater	846,634.48
Parking	173,966.72
Refuse	552,955.02
Transit	70,060.91
Internal Service	10,079.22
DMASWA	821,474.92
Total	<u><u>\$ 13,771,844.35</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
City Council**

CONSENT ITEMS # 5.

ITEM TITLE:	Authorized Depository Institutions
SUMMARY:	City Manager recommending City Council approval of a resolution that increases the depository limit of banks to \$80 million and \$60 million to correspond with current certificate of deposit activity and bank balances, and updates Dubuque Bank and Trust (DB&T) UMB Bank, n.a. due to the bank merger. Additionally Vibrant bank has been removed, and Hometown Bank has been updated to Bank First with a maximum balance of \$1 million. RESOLUTION Naming Depository Institutions And Setting Limits For Deposits
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	
	1. MVM Memo 2. Staff Memo Authorized Depository Institutions Nov 2025 3. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Authorized Depository Institutions

DATE: October 27, 2025

Chief Financial Officer Jennifer Larson requests City Council approval of a resolution that increases the depository limit of banks to \$80 million and \$60 million to correspond with current certificate of deposit activity and bank balances, and updates Dubuque Bank and Trust (DB&T) UMB Bank, n.a. due to the bank merger. Additionally Vibrant bank has been removed, and Hometown Bank has been updated to Bank First with a maximum balance of \$1 million. The Bank First account is for ambulance activity and will be closed in the coming months as this activity has moved to UMB Bank, n.a.

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


Michael C. Van Milligen

MCVM: bd/sv

Attachment

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

TO: Michael C. Van Milligen, City Manager
FROM: Jennifer Larson, Chief Financial Officer
SUBJECT: Authorized Depository Institutions
DATE: October 27, 2025

INTRODUCTION

Chapter 12C.2 of the Code of Iowa states that a public entity shall enter into the minutes of its governing body by resolution or written statement, the name of each financial institution eligible for the deposit of public funds and the maximum amount authorized for deposit therein. This procedure is required if a financial institution changes its name or home office location, if the maximum balance is changed, or if a financial institution is added or deleted.

DISCUSSION

The attached depository resolution increases bank limits to \$80 million and \$60 million to correspond with current certificate of deposit activity and bank balances. Updates Dubuque Bank and Trust (DB&T) updates to UMB Bank, n.a. due to the bank merger. Additionally Vibrant bank has been removed, and Hometown Bank has been updated to Bank First with a maximum balance of \$1 million. The Bank First account is for ambulance activity and will be closed in the coming months as this activity has moved to UMB.

ACTION

The action step is for the City Council to adopt the attached resolution approving an increase to the limits to \$80 million and \$60 million.

JML

Enclosures

RESOLUTION NO. _____ -25

**RESOLUTION NAMING DEPOSITORY INSTITUTIONS AND
SETTING LIMITS FOR DEPOSITS**

WHEREAS, Iowa Code Chapter 12C.2 states that approval of a financial institution as a depository shall be by written resolution or order which shall be entered into the record in the minutes of the approving board, and which shall distinctly name each depository approved, and specify the maximum amount which may be kept on deposit in each depository; and

WHEREAS, this procedure is required if a financial institution changes its name or home office location, if the maximum amount is changed, or if a financial institution is added or deleted.

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

The following financial institutions are approved to be depository institutions up to the listed amounts for the City of Dubuque, Iowa in conformance with all applicable provisions of Chapter 12C of the Iowa Code and the City Treasurer is hereby authorized to deposit City of Dubuque funds at each institution up to the maximum amount approved for each.

Depository Name	Home Office Location	Maximum Balance
DuTrac Community Credit Union	Dubuque, Iowa	\$80,000,000
Iowa Public Agency Investment Trust	West Des Moines, Iowa	\$80,000,000
MidWestOne Bank	Iowa City, Iowa	\$80,000,000
UMB Bank, n.a.	Kansas City, Missouri	\$80,000,000
Capra Bank	Dubuque, Iowa	\$60,000,000
Collins Community Credit Union	Cedar Rapids, Iowa	\$60,000,000
Dupaco Community Credit Union	Dubuque, Iowa	\$60,000,000
Fidelity Bank & Trust	Dyersville, Iowa	\$60,000,000
Green State Credit Union	North Liberty, Iowa	\$60,000,000
Premier Bank	Dubuque, Iowa	\$60,000,000
U.S. Bank	Minneapolis, Minnesota	\$60,000,000
Bank First	Fond du Lac, Wisconsin	\$1,000,000

Passed, adopted and approved this the ____ day of November 2025.

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 6.

ITEM TITLE: Acceptance of Public Improvements in South Pointe Phase 2 Subdivision

SUMMARY: City Manager recommending City Council adopt the attached resolution accepting the public improvements completed by the owners, Dubuque South Pointe, LLC, in South Pointe #2 Subdivision.

RESOLUTION Accepting Public Improvements In South Pointe #2 In The City Of Dubuque, Iowa

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

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Resolution
4. South Pointe Phase 2 Area and Roadway Acceptance
5. South Pointe Phase 2 Utilities

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Acceptance of Public Improvements in South Pointe #2 Subdivision

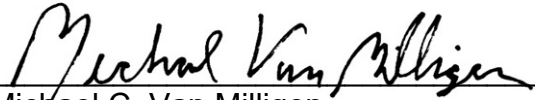
DATE: October 29, 2025

City Engineer Gus Psihoyos is recommending City Council adopt the attached resolution accepting the public improvements completed by the owners, Dubuque South Pointe, LLC, in South Pointe #2 Subdivision.

On October 20, 2025, the owners, requested City's acceptance of the public improvements in South Pointe Subdivision. Upon inspection by the City, it has been determined that the public improvements required by Resolution 163-24 have been completed in accordance with plans approved by the City Council and in conformance with City specifications.

A maintenance guarantee covering said public improvements shall be provided by the owners, Dubuque South Pointe, LLC, for a period of two (2) years from the date of acceptance by City Council.

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

DATE: October 24, 2025

SUBJECT: Acceptance of Public Improvements in South Pointe #2 Subdivision

INTRODUCTION

The enclosed material provides for City Council acceptance of the public improvements that the developers, Dubuque South Pointe, LLC, have recently completed in South Pointe #2 Subdivision.

BACKGROUND

As a condition of subdivision plat approval through Resolution No. 163-24, the developer of South Pointe #2 Subdivision was required to install certain public improvements including street paving with curb, curb underdrain, storm sewer and catch basins, sanitary sewer main, water main, fiber optic conduit, accessible sidewalk ramps, and street lighting and to dedicate these improvements to the City upon completion. The Farm Subdivision Phase 1 public improvements are as shown on the attached exhibit.

DISCUSSION

The Subdivision Ordinance requires that upon completion of all the required public improvements, the subdivider shall notify the City in writing of the completion of the improvements, requesting that the City either approve or reject the acceptance of the improvements, together with a statement of reasons for any rejection.

On October 20, 2025 the owners requested City's acceptance of the public improvements in South Pointe Subdivision. Upon inspection by the City, it has been determined that the public improvements required by Resolution 163-24 have been completed in accordance with plans approved by the City Council and in conformance with City specifications.

RECOMMENDATION

I would, therefore, recommend that the City Council accept the public improvements in the subdivision. A maintenance guarantee covering said public improvements shall be

provided by the owners, Dubuque South Pointe, LLC, for a period of two (2) years from the date of acceptance by City Council.

ACTION TO BE TAKEN

The City Council is requested to adopt the attached resolution accepting the public improvements in South Pointe #2 Subdivision.

Prepared by Nate Kieffer, PE/PLS

RESOLUTION NO.

ACCEPTING PUBLIC IMPROVEMENTS IN SOUTH POINTE #2 IN THE CITY OF DUBUQUE, IOWA

Whereas, pursuant to Resolution 163-24, certain public improvements including street paving with curb, curb underdrain, storm sewer and catch basins, sanitary sewer main, water main, fiber optic conduit, accessible sidewalk ramps, and street lighting were installed by the developer of South Pointe #2 Subdivision in the City of Dubuque, Iowa; and

Whereas, the improvements have been completed and the City Manager has examined the work and has filed a certificate stating that the same has been completed in accordance with the plans approved by the City Council and in conformance with City specifications, and has recommended that the improvements be accepted by the City Council.

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

Section 1. That the recommendation of the City Manager be approved and that said public improvements in South Pointe #2 Subdivision be and the same is hereby accepted.

Section 2. That a maintenance guarantee covering said public improvements shall be provided by the owners, Dubuque South Pointe, LLC, for a period of two (2) years from the date of this resolution.

Passed, approved and adopted this ____ day of _____, 2025.

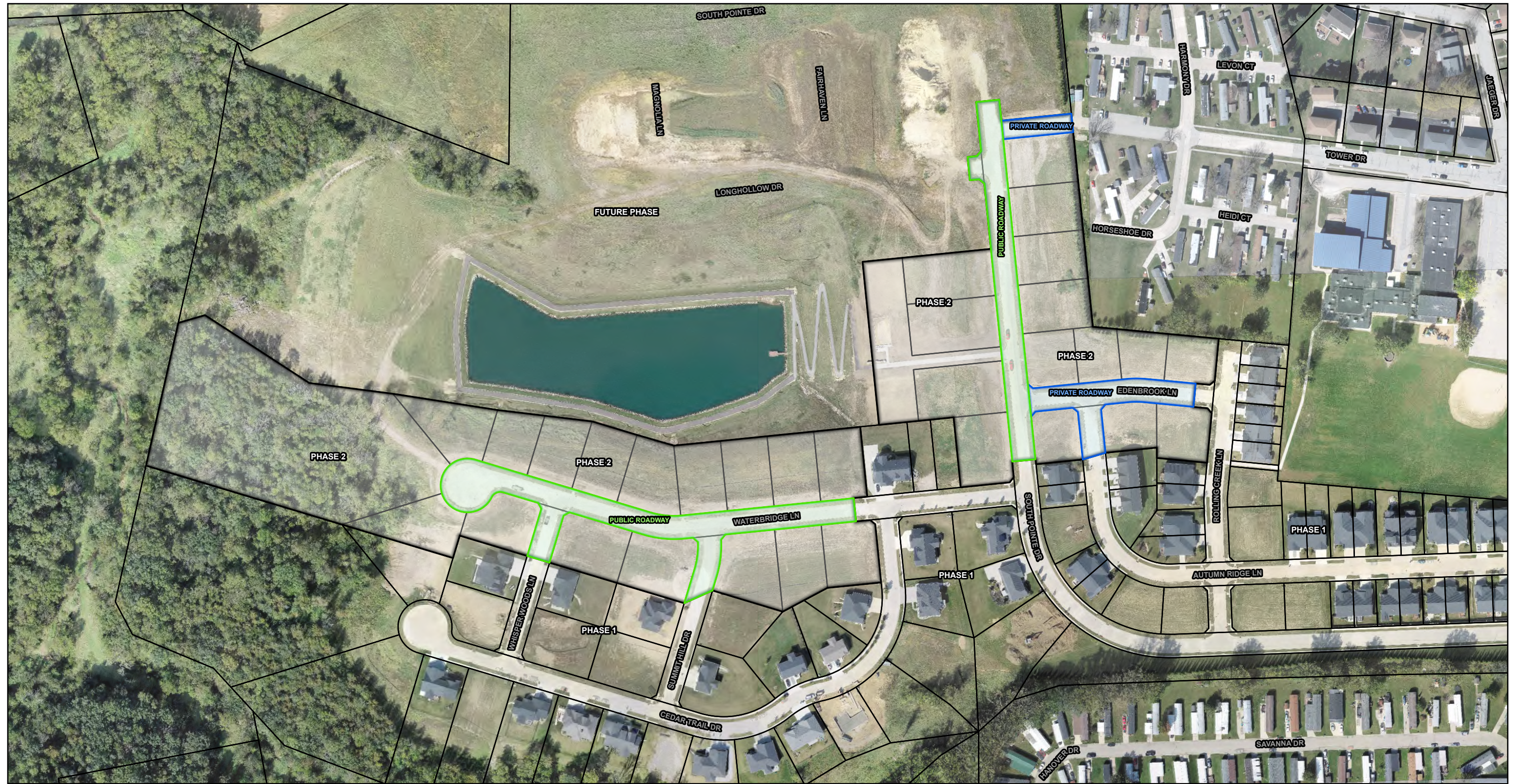
Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

South Pointe Subdivision Phase 2

Area and Roadway Acceptance



DISCLAIMER: This information was compiled using various data sources from third parties or maintained by the City of Dubuque (the City). By use of this information, the user acknowledges that, while the City utilizes the most current and accurate information available, the City does not warrant the accuracy or currency of the information or data contained therein. By use of this information, the user agrees the City is not responsible for the misuse or misinterpretation of any information displayed in this map and that the user will not hold the City liable for any loss, damage, or inconvenience caused as a result of reliance on the information.

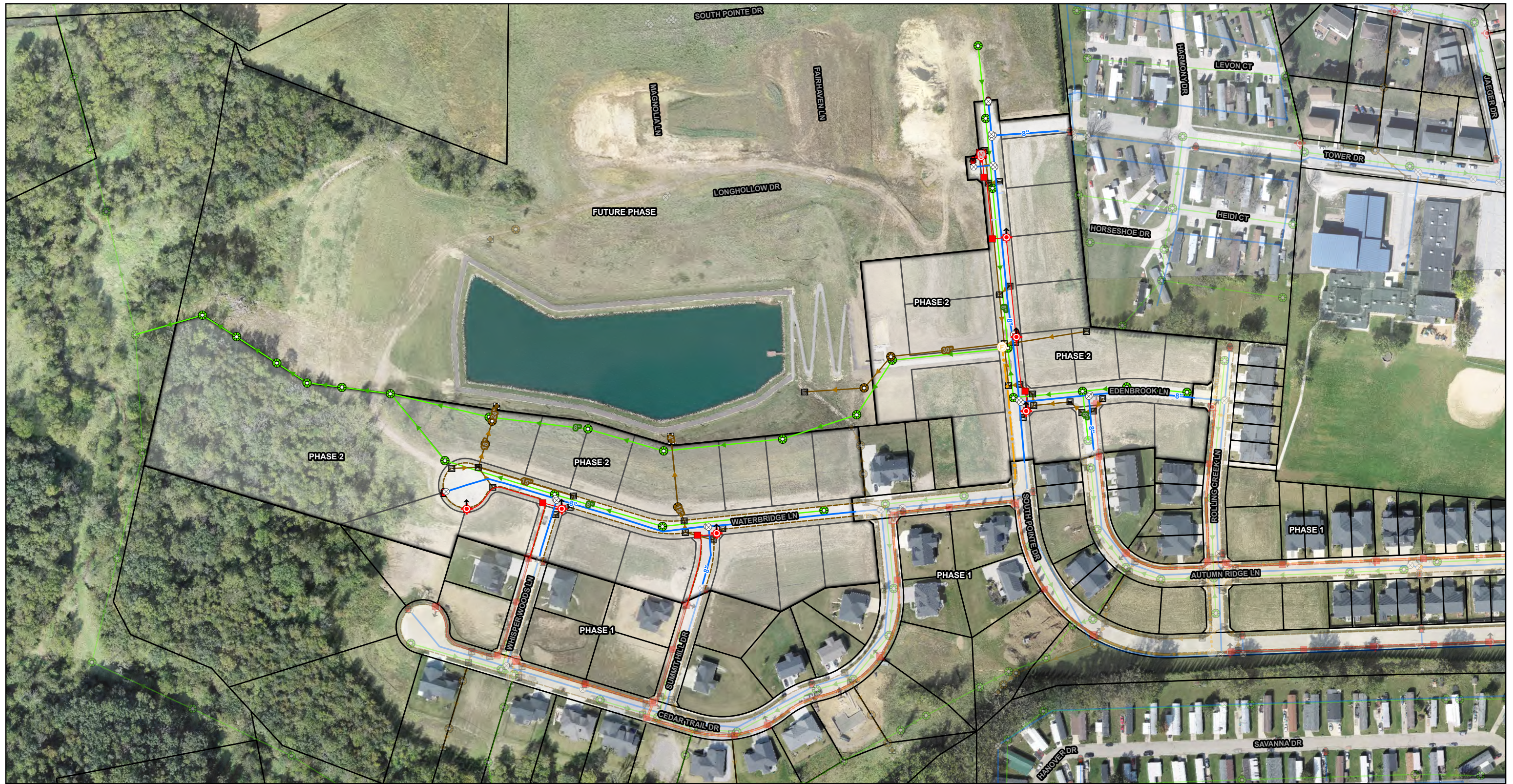
17" x 11" Sheet
1 inch equals 200 feet
0 100 200
Feet



Map Prepared by: TWK
City of Dubuque
Engineering Division
50 West 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4270
Fax: (563) 589-4205

South Pointe Subdivision Phase 2

Utilities Donated to the City of Dubuque



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17" x 11" Sheet
1 inch equals 200 feet
0 100 200
Feet



PUBLIC IMPROVEMENTS CURRENTLY BEING ACCEPTED BY CITY

City Electric
City Sanitary Sewer
City Storm Sewer
City Fiber Conduit
City Water Main

EXISTING UTILITIES

City Electric
City Sanitary Sewer
City Storm Sewer
City Fiber Conduit
City Water Main

Map Prepared by: TWK
City of Dubuque
Engineering Division
50 West 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4270
Fax: (563) 589-4205

**City of Dubuque
City Council**

CONSENT ITEMS # 7.

ITEM TITLE: North Schmitt Island Collection System Project – Contract #1:
Public Improvement Contract – Project Acceptance

SUMMARY: City Manager recommending City Council adopt the attached resolution accepting the improvements and authorize the final payment of the contract amount of \$250,365.88 to Tschiggfrie Excavating, for the North Schmitt Island Collection System Project – Contract #1 Project.

RESOLUTION Accepting The North Schmitt Island Collection System Project – Contract #1 Project And Authorizing The Payment To The Contractor

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

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Resolution
4. Engineers Certificate of Completion

TO: The Honorable Mayor and City Council Members

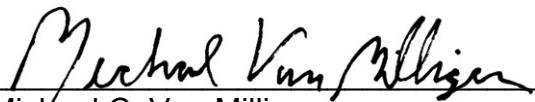
FROM: Michael C. Van Milligen, City Manager

SUBJECT: North Schmitt Island Collection System Project – Contract #1
Public Improvement Contract – Project Acceptance
Project No. 5581500049

DATE: October 29, 2025

City Engineer Gus Psihoyos is recommending City Council adopt the attached resolution accepting the improvements and authorize the final payment of the contract amount of \$250,365.88 to Tschiggfrie Excavating, for the North Schmitt Island Collection System Project – Contract #1 Project.

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



Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Maxwell O'Brien, Civil Engineer
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: North Schmitt Island Collection System Project – Contract #1
Public Improvement Contract – Project Acceptance
Project No. 5581500049

DATE: October 29, 2025

INTRODUCTION

The enclosed resolution provides for the acceptance of the construction contract for the North Schmitt Island Collection System Project – Contract #1 Project.

BACKGROUND

The small portion of sewer replacements adjacent to the Key Hotel Expansion Project was bid as North Schmitt Island Collection System Project – Contract #1. This project provided for the installation of approximately 200 LF of sanitary sewer, in the area located immediately adjacent to the Key Hotel Expansion Project on the north half of Chaplain Schmitt Island.

DISCUSSION

The North Schmitt Island Collection System Project – Contract #1 Project was completed by Tschiggfrie Excavating, of Dubuque, IA in the final contract amount of \$250,365.88. A 0.7% increase to the original contract amount of \$248,560.00 was due to unforeseen field conditions that required additional quantities of materials under the contract unit prices.

RECOMMENDATION

I recommend that the City Council accept the improvements and authorize the payment of the final contract amount of \$250,365.88 to Tschiggfrie Excavating for the North Schmitt Island Collection System Project – Contract #1 Project.

BUDGET IMPACT

The summary of project costs for the North Schmitt Island Collection System Project – Contract #1 Project is as follows:

Description	Estimate	Award	Final
Construction	\$ 226,685.00	\$ 248,560.00	\$ 250,365.88
Contingency (10%)	\$ 22,668.50	\$ 24,856.00	\$ 0.00
Engineering Inspection Fees (5%)	\$ 11,334.25	\$ 12,428.00	\$ 37,554.88
Total Project Cost	\$ 260,687.75	\$ 285,574.00	\$ 287,920.76

The project funding is summarized below:

North Schmitt Island Collection System Project – Contract #1 Funding		
5581500049	Schmitt Island Sanitary Improvement (sanitary sewer construction funds)	\$ 287,920.76
Total Project Funding		<u>\$ 287,920.76</u>

REQUESTED ACTION

The City Council is requested to adopt the attached resolution accepting the improvements and authorize the final payment of the contract amount of \$250,365.88 to Tschiggfrie Excavating, for the North Schmitt Island Collection System Project – Contract #1 Project.

Prepared by Maxwell O'Brien, Civil Engineer
cc: Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager

RESOLUTION NO. -25

**ACCEPTING THE NORTH SCHMITT ISLAND COLLECTION SYSTEM PROJECT –
CONTRACT #1 PROJECT AND AUTHORIZING THE PAYMENT TO THE
CONTRACTOR**

WHEREAS, the public improvement contract for the North Schmitt Island Collection System Project – Contract #1 Project (the Project) has been completed by the Contractor, Tschiggfrie Excavating, (Contractor), the City Engineer has examined the work and recommends that the Project be accepted; and

WHEREAS, the final contract amount for the Project is \$250,365.88;

WHEREAS, the Contractor has previously been paid \$242,854.90, leaving a balance of \$7,510.98; and

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

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

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

Section 2. The Finance Director is hereby directed to pay to the Contractor the balance of the retainage of \$7,510.98 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved and adopted this 3rd day of November 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC City Clerk

CITY ENGINEER'S CERTIFICATE OF FINAL COMPLETION OF NORTH SCHMITT ISLAND COLLECTION SYSTEM PROJECT – CONTRACT #1 PROJECT

The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the North Schmitt Island Collection System Project – Contract #1 Project has been performed in compliance with the terms of the Public Improvement Contract, and that the total cost of the completed work is \$287,920.76.

Dated this 27th day of October 2025.



Gus Psihoyos, City Engineer

Filed in the office of the City Clerk on the 27th day of October 2025.



Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 8.

ITEM TITLE:	Stormwater Management Program Consulting Engineering Services
SUMMARY:	City Manager recommending City Council approval to release a request for qualifications (RFQ) for the Stormwater Management Program.
SUGGESTED DISPOSITION:	Receive and File; Approve
ATTACHMENTS:	
	1. MVM Memo
	2. Stormwater RFQ Initiate Memo

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Stormwater Management Program Consulting Engineering Services

DATE: October 27, 2025

City Engineer Gus Psihoyos is recommending City Council approval to release a request for qualifications (RFQ) for the Stormwater Management Program.

The Stormwater Management Program will be organized around five primary studies in two phases, consistent with EPA's *Asset Management: A Best Practices Guide* (Document EPA 816-F-08-014). These include an assessment of the current state of assets, an evaluation of the level of service provided, identification of critical assets, a cost analysis, and the development of a long-term improvements plan. For each of these studies, the selected Consultant shall consider the full range of stormwater system components, including storm sewers, swales, detention basins, green infrastructure, and other conveyance and treatment facilities. The Program will document current and emerging challenges, recommend short-, mid-, and long-term solutions, and provide planning-level budgets for all recommendations.

The Consultant will also assist City staff in establishing a strategic and proactive plan for managing the stormwater system that will:

- Develop repeatable and dynamic processes that enable staff to quickly evaluate asset data to assess condition, level of service, and criticality.
- Rank stormwater capital improvement projects based on risk analysis and system performance.
- Identify stormwater utility staffing and resource needs.
- Optimize operations and maintenance procedures.

The program will be funded by a Fiscal Year 2026 appropriation in the amount of \$200,000.00 [CIP# 5586500045], supported by revenue from the Stormwater Construction Fund. This is a multi-year program, with additional funding requests planned in future fiscal years to ensure its continuation and ongoing support as the program advances.

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
Alex Stein, Civil Engineer
Jenny Larson, Chief Financial Officer
Alex Stein, Civil Engineer
Maxwell O'Brien, Civil Engineer
Nate Kieffer, Civil Engineer & Land Surveyor
Travis Schrobilgen, Assistant Planner
Jason Mouring, Environmental Coordinator
Laura Bendorf, Budget Manager

TO: Michael C. Van Milligen, City Manager
FROM: Gus Psihoyos, City Engineer
DATE: October 27, 2025
SUBJECT: Stormwater Management Program
Consulting Engineering Services

INTRODUCTION

The purpose of this memo is to request authorization to release a request for qualifications (RFQ) for the Stormwater Management Program.

DISCUSSION

The City of Dubuque has long invested significant resources in addressing flooding challenges through stormwater management, with most efforts historically focused on stormwater quantity and reducing flood risk. The 2001 Drainage Basin Master Plan laid the foundation for the Bee Branch Restoration Project, which provided critical protection for residents in neighborhoods historically vulnerable to flooding. Building on that progress, the City is now advancing a comprehensive, citywide Stormwater Management Program. This innovative and future-focused program, also being funded and supported by municipalities across the country, is essential for managing the City's MS4 permit, ensuring compliance with evolving stormwater quality requirements, and guiding sustainable long-term growth.

Through this program, the City will evaluate the overall condition of its stormwater infrastructure, conduct capacity analyses to identify bottlenecks and limitations, and review existing policies, ordinances, and code requirements to align with current best practices. The goal is to create a framework that balances flood protection, water quality, infrastructure resiliency, and fiscal responsibility. By identifying and ranking future stormwater projects, the City will ensure that public dollars are invested strategically - maximizing community benefits, protecting City assets, and guiding long-term sustainable growth.

The Stormwater Management Program will be organized around five primary studies in two phases, consistent with EPA's *Asset Management: A Best Practices Guide* (Document EPA 816-F-08-014). These include an assessment of the current state of assets, an evaluation of the level of service provided, identification of critical assets, a cost analysis, and the development of a long-term improvements plan. For each of these studies, the selected Consultant shall consider the full range of stormwater

system components, including storm sewers, swales, detention basins, green infrastructure, and other conveyance and treatment facilities. The Program will document current and emerging challenges, recommend short-, mid-, and long-term solutions, and provide planning-level budgets for all recommendations.

The Consultant will also assist City staff in establishing a strategic and proactive plan for managing the stormwater system that will:

- Develop repeatable and dynamic processes that enable staff to quickly evaluate asset data to assess condition, level of service, and criticality.
- Rank stormwater capital improvement projects based on risk analysis and system performance.
- Identify stormwater utility staffing and resource needs.
- Optimize operations and maintenance procedures.

The RFQ has been prepared with the input of various city staff members. The following staff members will review the qualifications of those firms that respond and formulate a recommendation:

1. Alex Stein, Civil Engineer
2. Maxwell O'Brien, Civil Engineer
3. Nate Kieffer, Civil Engineer & Land Surveyor
4. Travis Schrobilgen, Assistant Planner
5. Jason Mouring, Environmental Coordinator
6. Laura Bendorf, Budget Manager

The proposed schedule for the program is as follows:

RFQ Advertise:	November 5, 2025
Qualifications Due:	December 19, 2025
Committee Review & Shortlist:	January 5, 2026 thru January 9, 2026
Shortlist Interviews:	January 12, 2026 thru January 23, 2026
Recommendation to City Manager:	January 27, 2026
City Council Approval:	February 2, 2026
Program Initiation:	February 3, 2026
Program Completion:	To be determined

RECOMMENDATION

I recommend releasing an RFQ for the implementation of the Stormwater Management Program.

BUDGET IMPACT

The program will be funded by a Fiscal Year 2026 appropriation in the amount of \$200,000.00 [CIP# 5586500045], supported by revenue from the Stormwater Construction Fund. This is a multi-year program, with additional funding requests planned in future fiscal years to ensure its continuation and ongoing support as the program advances.

ACTION TO BE TAKEN

I respectfully request approval to release an RFQ to hire a consultant to assist with the development of the City's Stormwater Management Program.

Prepared by Alex Stein, Civil Engineer

cc: Jenny Larson, Chief Financial Officer
Alex Stein, Civil Engineer
Maxwell O'Brien, Civil Engineer
Nate Kieffer, Civil Engineer & Land Surveyor
Travis Schrobilgen, Assistant Planner
Jason Mouring, Environmental Coordinator
Laura Bendorf, Budget Manager

**City of Dubuque
City Council**

CONSENT ITEMS # 9.

ITEM TITLE:	DuTrac Community Credit Union - Request to Alter the Washington Neighborhood Conservation District Boundary
SUMMARY:	City Clerk transmitting a request from DuTrac Community Credit Union to alter the Washington Street Neighborhood Conservation District by the removal of the block bounded by Washington Street, East 14th Street, Elm Street, and East 13th Street from the conservation district, and City Manager recommending City Council consider the request at their November 17, 2025, meeting.
SUGGESTED DISPOSITION:	Receive and File; Refer to City Manager, Place on November 17, 2025, Agenda

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. DuTrac Community Credit Union - Request for Alteration of Washington Street Neighborhood Conservation District

TO: The Honorable Mayor and City Council Members

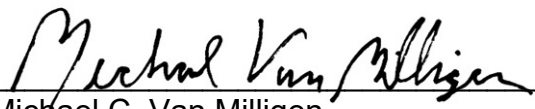
FROM: Michael C. Van Milligen, City Manager

SUBJECT: DuTrac Community Credit Union – Request to Alter Washington Street
Neighborhood Conservation District Boundary

DATE: October 29, 2025

Planning Services Director Wally Wernimont is recommending City Council consider the request of DuTrac Community Credit Union to alter the Washington Street Neighborhood Conservation District by the removal of the block bounded by Washington Street, East 14th Street, Elm Street, and East 13th Street from the conservation district at their November 17, 2025, meeting. This will allow staff time to compile background information on the request for City Council 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
Jason Lehman, Assistant City Attorney
Wally Wernimont, Planning Services Director

TO: Michael C. Van Milligen, City Manager

FROM: Wally Wernimont, Planning Services Director *WW*

DATE: October 28, 2025

RE: **DuTrac Community Credit Union – Request to Alter Washington Street Neighborhood Conservation District Boundary**

INTRODUCTION

On Friday October 24, 2025, the City Clerk received a written request from DuTrac Community Credit Union to alter the Washington Street Neighborhood Conservation District (see attached letter from DuTrac). Specifically, DuTrac is requesting the removal of the block bounded by Washington Street, East 14th Street, Elm Street, and East 13th Street (hereafter referred to as the “Subject Block”) from the conservation district.

BACKGROUND

On September 18, 2025, the Historic Preservation Commission reviewed and denied a demolition permit for the building located at 1305 Elm Street, a property within the Subject Block owned by DuTrac Community Credit Union. Following that decision, DuTrac submitted the current request to alter the district boundary to remove the Subject Block from the Washington Street Neighborhood Conservation District.

DISCUSSION

The process to alter a conservation district resides in City Code Title 16 Unified Development Code - Chapter 10 Historic Preservation Commission Applications and Procedures - Section 8 Conservation District.

Process for Establishment, Expansion or Alteration of Conservation District:

Any person may request that the city council establish, expand or alter a conservation district. The process for establishment, expansion or alteration of a conservation district is as follows:

1. A written request for the establishment, expansion or alteration of a conservation district must be submitted to the city clerk. At its next regular meeting following receipt of the request by the city clerk, the city council may:
 - a. Approve or deny the request;
 - b. Set the request for consideration at a subsequent meeting;
 - c. Set the request for a public hearing; or
 - d. Refer the request to the Historic Preservation Commission for a recommendation.

2. At its next regular meeting, if a referral is made to it by the city council, the Historic Preservation Commission will review the request, and make a recommendation to the city council to:
 - a. approve or deny the request, or
 - b. to table the request for additional information for a specified period not to exceed sixty (60) days.

Failure of the commission to act on the request within the sixty (60) day period, unless the applicant requests and the commission grants an extension of such time, constitutes commission approval thereof. The recommendation of the commission will be transmitted to the city clerk. The city clerk will promptly transmit the recommendation and the application to the city council for its consideration. In determining whether to recommend approval or denial of the request, the commission will consider whether the proposed conservation district, or the expansion or alteration of the district, has historic or architectural significance to the community.

3. At its next regular meeting following receipt of the recommendation of the commission by the city clerk, the city council will approve or deny the request or refer the nomination back to the commission for modification.

REQUESTED ACTION

In accordance with City Code Title 16, Chapter 10, Section 8 (Conservation District), at its next regular meeting following receipt of the request, the City Council may take one of the following actions:

- a. Approve or deny the request to alter the conservation district;
- b. Set the request for consideration at a subsequent meeting;
- c. Set the request for a public hearing; or
- d. Refer the request to the Historic Preservation Commission for review and recommendation.

RECOMMENDATION

Planning Services staff recommend that the City Council consider the request at their November 17, 2025 meeting. This will allow staff time to compile background information on the request for City Council consideration.



October 24, 2025

RE: Request for Alteration to Washington Street Neighborhood Conservation District

Ms. Adrienne N. Breitfelder, Dubuque City Clerk
50 West 13th Street
Dubuque, IA 52001

Dear Madam Clerk,

On behalf of DuTrac Community Credit Union ("DuTrac"), the undersigned hereby requests alteration of the Washington Street Neighborhood Conservation District to remove the property bounded by Washington Street, East 14th Street, Elm Street, and East 13th Street from the Washington Street Neighborhood Conservation District (the "Subject Block").

Respectively,

DuTrac Community Credit Union

By: Andrew Hawksinson, President and CEO

Main Office: 3465 Asbury Road | P.O. Box 3250 | Dubuque, Iowa 52004-3250 | P: (563)582.1331

CLINTON | DECORAH | DUBUQUE | DYERSVILLE | ELDRIDGE | MAQUOKETA | MOBILE | MONTICELLO | QUAD CITIES



DuTrac.org



**City of Dubuque
City Council**

CONSENT ITEMS # 10.

ITEM TITLE:	Signed Contract(s)
SUMMARY:	563 Design, PLLC for the Fire Station #5 – Interior Stair Replacement; 563 Design, PLLC for the Station 5 Emergency Repairs; Communication Engineering Company (CEC) Proposal and Agreement for the IT-Wireless Network Refresh; Cottingham & Butler Insurance Services, LLC for Employer Mandate Reporting Services Contract; Dave Hinz for the Lime Silo Piping Repair; DocuPet for the Pet Licensing Services Agreement; Eastern Iowa Excavating and Concrete, LLC for Street patches for water main repairs; Eastern Iowa Excavating and Concrete, LLC for Regrading of Ditch Over Water Main on Old Davenport Road; Environmental Management Services of Iowa, Inc. for Asbestos Inspection – Eagle Point Park (Veranda, Bridge, and Indian rooms); Eocene Environmental Group, Inc. for the Master Service Agreement for Blum Site Assessment Report; Fowler Public Sector Consulting LLC for Addendum to Independent Contractor Agreement; GRTD Investments, LLC First Amendment to Lease Agreement; Jason Schueller-Schueller Restoration/Xtreme Clean & Coatings for Building Maintenance at Station 3; Jonathan R. Brown for Independent Contractor Agreement; Loucks & Schwartz for Section 8 Housing Choice Voucher Year End closing for June 30, 2024 including successful REAC submission in electronic format as required by HUD (both unaudited & audited); MGT Impact Solutions, LLC for the Executive Recruitment Statement of Work; MRI Software LLC for renewal of recurring software and services for the New Housing Pro System; Pigott, Inc. for Fire Administration Office Update; R&W Restoration LLC for the 3rd & Main St. Chamber Exterior Patio Stone Veneer Remove & Replace; Tschiggfrie Excavating for Primary Clarifier Cleaning.
SUGGESTED DISPOSITION:	Receive and File
ATTACHMENTS:	
	1. 563 Design PLLC

2. Emergency Cleaning Services for Primary Clarifiers (23)
3. Dubuque EXHIBIT A-2 Housing and Community Development Director FE
4. Loucks and Schwartz
5. Service agreement with Docupet
6. RW Restoration Short Form Contract - 3rd Main Chamber Ext Patio Repair
7. 563 Design PLLC - Station 5 Emergency Repairs
8. Pigott Inc
9. Eocene Contract for Blum Site Assessment
10. Eagle Point Water Plant Lime Slaker Silo Piping Repair C
11. MRI Software Contract
12. EMSI
13. Independent Contractor Agreement with Jonathan R Brown
14. Communication Engineering Company (CEC) - Proposal
15. Communication Engineering Company (CEC) - Agreement
16. Schueller Restoration
17. First Amendment to the Lease Agreement between City and GRTD
18. Eastern Iowa Excavating and Concrete
19. Street Repairs and Ditch Regrading
20. Eastern Iowa Excavating and Concrete Contract 2
21. Addendum to Fowler Public Sector Consulting LLC
22. Cottingham and Butler Insurance Services, LLC



1268 Locust Street
Dubuque, Iowa 52001
563design.com

Task Order No. 03

563 Design, PLLC (CONSULTANT)

Project Name: **Fire Station #5 – Interior Stair Replacement**

Pursuant to Master Services Agreement dated **May 1, 2025**

Task Information

Task Name: Fire Station #5 – Interior Stair Replacement – Bid Documents

Task Description: Provide Architectural Services for Bidding Documents and Construction Administration for replacement of existing stairs, (basement to main level and main level to upper floor), and create room layout within existing open sleeping room.

Scope of Services

- Provide Bidding Documents to include the following items.
 - o New interior stairs from main level to basement.
 - o New interior stairs from main level to upper floor.
 - o New demising walls within existing sleeping room to create private sleeping rooms.
 - o Provide permanent ladder outside the roof access door.
 - o Provide details for railing along existing stairs.
 - o Provide anti-slip surface around roof hatch and hatch safety rail.
- Design to meet current code requirements where applicable to scope of work.
- Design to meet ADA requirements where applicable to scope of work.
- Bidding/Gathering Quotes will be administered by the City of Dubuque.
 - o Front End specification, Issuing Bid Documents to Contractors, etc. provided by the City of Dubuque.
 - o 563 Design can assist as needed for an additional service at current hourly rates.
- Construction Administration to include:
 - o Three site visits, additional visits will be billed as an additional service.
 - o Participate in the pre-construction meeting.
 - o The Architect shall respond to Contractor's request for additional information about the Contract Documents.
 - o The Architect shall review shop drawings and submittals to confirm conformance with the construction documents and specifications.
 - o The Architect will review and certify contractor's monthly applications for payment.
 - o The Architect will provide a punch list of outstanding items and shall provide follow-up of outstanding items.

Schedule

- Bidding Documents: 4-6 weeks
- Bidding/Quotes: 4-8 weeks
- Construction Administration: 4-6 weeks

Compensation

CLIENT shall compensate CONSULTANT for Services under this Task Order as follows:

Twelve thousand, five hundred dollars (**\$12,500.00**)

CONSULTANT: **563 Design, PLLC**

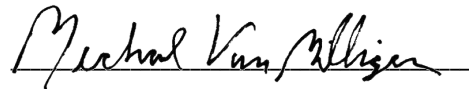


Andrew McCready, Architect

President

Date: September 22, 2025

CLIENT: **City of Dubuque, Iowa**



Insert Name: Michael C. Van Milligen

Insert Title: City Manager

Date: 10/16/2025



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

Tschiggfrie Excavating (Vendor) at
(Vendor Name)
425 Julien Dubuque Drive, Dubuque, IA 52003
(Vendor Address - City and State)

PROJECT TITLE: _____

Primary Clarifier Cleaning (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:
cleaning out the four primary clarifiers at the WRRC following the July rainstorm.

The work described above shall be completed at the following location(s):
795 Julien Dubuque Drive

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
July 20, 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 \$ 50,000

CITY OF DUBUQUE, IOWA

VENDOR:

By: Michael Van Milligen 10/17/2025
Michael C. Van Milligen
City Manager Date

Tschiggfrie Excavating
Company Name
By: Erin Rogers 10/17/2025
Signature Date
Erin Rogers
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 & 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 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)

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 C prior to the contract commencement. Each certificate shall be prepared on the most current A.C.O.R.D. form approved by the City of Dubuque. der
 2. All policies shall be issued by a licensed insurer. and all
 3. Each certificate shall be signed by the insurer. w or other
 4. The seller shall provide a legal acknowledgment of such requirements by the City of Dubuque. waiver of
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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
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NOT APPLICABLE

- 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

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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 and the inclusion of governmental immunities may be amended.
- 2. Claims to the defense amended from conditions of the

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- 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. Insurance statement Location coverage than 60 with the final partment of ide a or Project
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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

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- 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

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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 and the inclusion of governmental immunity may be amended.
- 2. Claims to the defense amended from conditions of the

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- 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 A-2 EXECUTIVE RECRUITMENT STATEMENT OF WORK

As of September 30, 2025 (“Effective Date”), **MGT Impact Solutions, LLC** (“MGT”) and the **City of Dubuque** (“Client”) execute this Statement of Work (“SOW”) pursuant to the Master Services Agreement between the Parties dated February 26, 2025 (“Agreement”).

- 1. PROJECT-**
Executive Recruitment for the position of Housing and Community Development Director.
- 2. SCOPE**
MGT will provide executive recruitment and selection services in accordance with MGT’s Proposal dated September 25, 2025. All terms of the Proposal are incorporated herein by reference and supersede the event of a conflict.
- 3. PERIOD OF PERFORMANCE/PROJECT TIMELINE**
The term of this Statement of Work begins on the Effective Date and terminates upon project completion.
- 4. COMPENSATION AND REIMBURSABLE EXPENSES**
A. Fee. The flat fee for the Executive Recruitment Services described above is \$22,000.
B. Expenses. \$4,000 (not to exceed)
Consultant travel is not included and must be pre-approved by the Client. There will be additional costs if Consultant is requested to travel to Client. Only actual travel expenses will be billed.
- 5. INVOICING AND PAYMENT**
1st Invoice: 40% of the recruitment fee will be due upon contract award.
2nd Invoice: 40% of the recruitment fee and expenses incurred to date will be due upon presentation of candidates.
Final Invoice: the balance of fees and remaining expenses will be due upon completion of the recruitment.

Payment of invoices due within 30 days of receipt.

CLIENT BILLING CONTACT

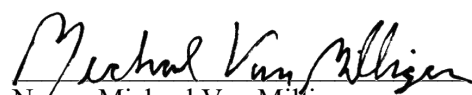
Name: Kristen Dietz

Email Address: kdietz@cityofdubuque.org

MGT IMPACT SOLUTIONS, LLC

DUBUQUE, IOWA


Name: A. Trey Traviesa
Title: CEO
Date: 10/20/2025


Name: Michael Van Milligen
Title: City Manager
Date: 10.17.2025



City of Dubuque
Housing Department
350 W 6th St, Suite 312
(address)
Dubuque, IA 52001
Phone # 563-589-4230

**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 Loucks & Schwartz

(Vendor Name)

PO Box 501 Nappanee, IN 46550-0501

(Vendor Address - City and State)

PROJECT TITLE: Section 8 Housing Choice Voucher Year End closing for June 30, 2024; including successful

REAC submission in electronic format as required by HUD(both unaudited & audited)

(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:

Submission of REAC close outs for both unaudited and audited HCV financials.

The work described above shall be completed at the following location(s):

Submitted in REAC - September 2025.

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 1, 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.

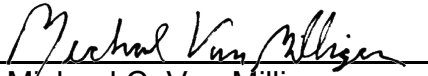
THE CITY AGREES:

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 \$ 2,175.00

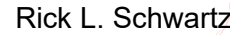
CITY OF DUBUQUE, IOWA

VENDOR:

By: 
Michael C. Van Milligen
City Manager

10.20.2025
Date

Loucks & Schwartz
Company Name

By:  Digitaly signed by Rick L. Schwartz
DN: cn=Rick L. Schwartz, o=Loucks & Schwartz, ou,
c=us, email=rls@loucksandschwartz.com, 1#103
Date: 2025.10.03 09:23:16 -0400 10/3/2025
Signature Date

Rick Schwartz
Printed Name

Managing Partner
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 D

INSURANCE SCHEDULE J

1. Loucks & Schwartz 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 # June 30, 2024 or Project Location at _____ or construction of REAC Submission Completion.
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
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Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 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)



Pet Licensing Services Agreement

This Pet Licensing Services Agreement (this “**Agreement**”), is entered into this 1 day of November, 2025 (the “**Effective Date**”) by and between DocuPet Corp., a Delaware corporation with offices at 15 Technology Place Suite 1, East Syracuse, NY 13057 (“**DocuPet**”), and City of Dubuque, a municipal corporation whose primary place of business in 1300 Main Street, Dubuque, IA Dubuque, IA 52001, USA, (the “**Organization**”).

Background

DocuPet has developed and operates a program for providing pet licensing services.

The Organization wishes to engage DocuPet to perform certain pet licensing services for the Organization and its residents.

FOR GOOD AND VALUABLE CONSIDERATION (the receipt and sufficiency of which is hereby acknowledged by both parties), the Organization hereby engages DocuPet to perform, and DocuPet agrees to perform, those certain services described in Schedule A to this Agreement subject to and in accordance with the terms and conditions contained in Schedule B to this Agreement.

Schedules A, B, and C are attached and incorporated into this Agreement by reference and form a part of this Agreement. The documents comprising this Agreement and their order of precedence in case of conflict are:

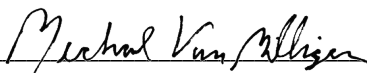
- (1) this covering Agreement,
- (2) Schedule A – DocuPet Service Deliverables
- (3) Schedule B – DocuPet General Terms and Conditions
- (4) Schedule C – Pet License Fees

The foregoing documents together constitute the entire and final Agreement of the parties with respect to the subject matter of this Agreement.

DOCUPET CORP.

ORGANIZATION

By: 

By: 

Name: **Grant Goodwin**

Name: **Michael C Van Milligen**

Title: **Chief Executive Officer**

Title: **City Manager**

CONTACT INFORMATION FOR THE ORGANIZATION

Mary Rose Corrigan

Public Health Director	
Contact Name and Title:	Mary Rose Corrigan Public Health Director
Address:	Health Services Department 1300 Main Street Dubuque, IA 52001
Phone:	563 589 4181
Email:	mcorriga@cityofdubuque.org
Fax:	563 589 4299

CONTACT INFORMATION FOR DOCUPET	
Contact Name and Title:	Grant Goodwin, Chief Executive Officer
Address:	15 Technology Place East Syracuse, NY 13057
Phone:	1-855-249-1370
Email:	grant.goodwin@docupet.com
Fax:	613-547-5529

SCHEDULE A
to Pet Licensing Services Agreement SERVICE
DELIVERABLES

1. DEFINITIONS

- a. Unless otherwise defined in this Schedule A, capitalized terms used in this Schedule A shall have the meaning given to those terms in Schedules B and C to this Agreement.

2. SERVICES

- a. During the Term, DocuPet will provide to the Organization the pet registration services described in this Schedule A (collectively, the “**Services**”) subject to and in accordance with the terms set out in this Agreement. DocuPet may also provide additional Optional Services (as defined in Schedule B below) to Pet Owners which are not part of this Agreement but which may be offered through the Website (as defined below) or through any other medium or in any other manner.

- b. Website

- i. Organization-branded Pet Owner Portal

- 1. Applications for Pet Registrations

- a. Pet Owners shall have the option of applying for Pet Registrations electronically through the DocuPet Website.
 - b. Pet Owners may apply for pet registration through the DocuPet Website by providing the following information and/or such other information as DocuPet and the Organization may agree (“**Registration Information**”):
 - i. Name
 - ii. Email
 - iii. Address
 - iv. Telephone – day and evening
 - v. Name of pet
 - vi. Species (Dog or Cat)
 - vii. Breed and description (sex, color, age, etc.)
 - viii. Spayed or neutered
 - ix. Microchipped
 - x. Rabies vaccination and date
 - xi. Alternate contact information

City of Dubuque Insurance Requirements for Technology Professional Liability

xii. Pet Date of Birth

2. Payment of Pet License Fee

- a. At the time of Registration made via the Website, each Pet Owner shall pay a Pet License Fee for each Pet based on the rates set out in Schedule C (the “**Pet License Fee**”). The Pet License Fee for each Pet Registration shall be paid through the Website by credit card, debit card or other payment method (as determined by DocuPet at its discretion). Pet Owners may be charged an Online Processing Fee for purchases made via the Website.

ii. Administrative Portal

1. Pet Registrations

- a. The Organization may allow their employees, volunteers and contractors/designates to accurately input Pet Registration Information into the application on the Website. DocuPet shall have no responsibility for verifying the accuracy or completeness of any Registration Information or for any errors therein.

2. Data Upload and Download

- a. DocuPet agrees to provide for the uploading of Pet Registration Information that is provided to DocuPet in its standardized format.
- b. DocuPet agrees to provide for the downloading of Pet Registration Information. Downloaded Pet Registration Information will be provided in DocuPet’s standardized format.

3. Reporting

- a. DocuPet agrees to provide its standard reporting tools to the Organization including those providing record and financial information related to Pet Registrations.
- b. Specialized or customized reports may be subject to additional fees.

4. Community Canvassing

- a. DocuPet will provide its Community Canvassing module allowing for Organization users to map zones and log visit inputs in the Software.

iii. Data Storage

1. All Registration Information that is inputted through the Website will be stored within the Software so that the Registration Information may be accessed by the Organization, DocuPet Personnel and other persons authorized by the Pet Owner.

iv. Website Support

City of Dubuque Insurance Requirements for Technology Professional Liability

1. DocuPet agrees to provide to the Organization ongoing support and maintenance of the Website, including updates and access to future versions of the Website. Support and maintenance for the Website includes: ongoing problem identification, resolution services, and correction of programming errors.
2. Should the Organization request customizations to DocuPet's Website functionality, additional fees may apply. The Organization will be notified in advance if such fees are to be incurred and work will not begin until a total sum for the customization(s) has been agreed upon. DocuPet reserves the right to refuse Website functionality customization requests.

c. Account Support

i. DocuPet will be responsible for:

1. Overseeing and managing DocuPet's obligations under this Agreement;
2. Conducting the necessary tasks to implement the Services outlined in this Agreement; and
3. Answering the Organization's queries and cooperating with the Organization to address issues relating to the Services deemed urgent by the Organization.

ii. Training

1. DocuPet agrees to provide the Organization with training regarding the usage of the Website via Video Conference-based sessions prior to the launch of the Services.
2. Training videos and online help content will be provided via the Administrative Portal.

d. Customer Service

- i. DocuPet will provide all technical and other customer support for Pet Owners with respect to the Website and the Services, with support being provided during normal business operation hours of 9:00AM to 8:00PM EST Monday to Friday, holidays excepted.

e. Ordinance Awareness

- i. DocuPet may design marketing collateral including a brochure, two postcards, a poster, and up to two additional pieces at the time of the launch of the Services. The Organization will be responsible for producing these materials and may, for an additional fee, request that DocuPet produce these materials.
- ii. Additional marketing collateral designs or productions may be requested by the Organization. A pricing rate card for all materials can be provided to the Organization at any time. Additional fees for this work will apply.
- iii. DocuPet may endeavor to promote awareness of the Organization's ordinances and regulations relating to pet registration and responsible pet ownership in various ways.

- f. Pet Tags
 - i. DocuPet agrees to provide Pet Tags for each Pet Registration where a Pet Tag is required.
- g. Pet Tag Mailings
 - i. Unless delivered physically by the Organization at the time of purchase, DocuPet shall send applicants confirmation of their Pet Registration number, a Pet Tag if required, and other information or documents related to the Services, the Organization and DocuPet
- h. License Compliance Notifications
 - i. Emailed License Compliance Notifications
 - 1. At the direction of the Organization, DocuPet shall prepare and deliver License Compliance Notifications ("**License Compliance Notifications**") via e-mail.
 - ii. Mailed License Compliance Notifications
 - 1. At the direction of the Organization, DocuPet shall prepare and deliver License Compliance Notifications via regular mail.
 - 2. A maximum of two (2) mailed notifications will be sent per expiring Pet Registration.
 - 3. Additional Mailed License Compliance Notifications, including those related to unlicensed pets or pet owners that have not licensed their pets are subject to additional Standard Fees.
 - iii. Standard Templates
 - 1. DocuPet will provide the Organization with its standard License Compliance Notification template and timing cadence.
- i. Data Handling
 - i. DocuPet personnel shall add or edit Registration Information via the Website. This information may be added via any of the following methods:
 - 1. Mailed-in Application Form Processing;
 - 2. Formatting pet data provided by third parties;
 - 3. Returned Mail Processing for letters returned to DocuPet offices;
 - 4. Hand-keying information when a Pet Owner has contacted DocuPet's Customer Service team.

3. DOCUPET PLATFORM STANDARDS

a. Connectivity

- i. The Organization acknowledges and agrees that access to the Website and the Software require Internet connectivity and use of a latest-version web browser and that DocuPet is not responsible for the inability of the Organization, Pet Owners or potential Pet Owners to access the Website or the Software as a result of failures of any of their applicable internet access provider or use of outdated or non-current versions of software.

b. Backup and Disaster Recovery

- i. DocuPet shall provide such back-up, disaster recovery and storage capabilities as typically provided in its industry so as to provide reasonable availability of the Services during an event that would otherwise affect the delivery of the Services.

c. PCI Compliance

- i. DocuPet shall comply with payment card industry (PCI) security standards. DocuPet shall utilize a payment processing company (Stripe, or a competitor(s) of Stripe) for processing payments received through the Website.

d. Data Protection

- i. DocuPet shall ensure that the platform and all services are in compliance with applicable Laws relating to data protection. For clarity, this includes personal information gathering, use and disclosure whether in the form of Registration Information or Organization Data. DocuPet shall maintain a log-in account and password that permits access to Pet Owner's accounts and Registration Information for the purposes of providing the services as outlined in this agreement. DocuPet will promptly notify the Organization upon its becoming aware that any of its passwords have been stolen, leaked or otherwise compromised. The Organization will promptly notify DocuPet upon its becoming aware that any of its passwords have been stolen, leaked or otherwise compromised.

e. Location

- i. The servers hosting the Licensed Software shall be under United States legal jurisdiction and that the data in their possession shall be collected, managed and stored in accordance with any applicable privacy Laws.

f. Backup

- i. DocuPet will ensure there are offsite backups performed each day. DocuPet will, as a minimum on a monthly basis, ensure the backups are sufficient and can restore/regenerate the system in the event of a server failure. On request, the Organization will be allowed to review architecture and ability to meet performance obligations.

g. Service Level

- i. The Website is engineered to be available 24 hours a day, 7 days a week, 52 weeks a year. The Website shall meet industry standard accessibility service levels and shall operate on all major modern browser platforms. Due to various factors, users may experience system unavailability (unscheduled downtime). In the event that unscheduled downtime exceeds 4 hours a month, during normal business operation hours (9:00AM to 5:00PM EST Monday to Friday, holidays excepted), or unscheduled downtime exceeds 8 hours outside normal business hours (9:00AM to 5:00PM EST Monday to Friday, holidays included), DocuPet will provide the Organization with a remediation plan. Three consecutive months of greater than 4 hours of downtime, during normal business operation hours (9:00AM to 5:00PM EST Monday to Friday, holidays excepted), or 8 hours outside of normal business hours, will be grounds for immediate contract termination. Unscheduled downtime instances will be reported to the Organization on demand and quarterly.

h. Control of Website

- i. The Website and all content on the Website shall at all times be under the control and at the discretion of DocuPet.

SCHEDULE B
to Pet Licensing Services Agreement
DOCUPET GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

a. Defined Terms as used in this Agreement:

“Confidential Information” means all confidential Information (including confidential, proprietary, trade secret, scientific, technical or business know-how or Information of a Party) which is disclosed by or at the direction of one Party to the other Party and designated as “confidential information” in connection with this Agreement.

“DocuPet Owned Work” means any and all materials, information, inventions, methods, procedures, technology, know-how, data and other Intellectual Property Rights owned or developed by DocuPet whether prior to, during or after the Term, including the Website, the Software and all information and data relating to the Optional Services.

“DocuPet Personnel” means partners, employees and independent contractors of DocuPet and its approved subcontractors assigned to perform the Services pursuant to this Agreement.

“Including” and its derivatives (such as “include” and “includes”) mean including without limitation. This term is as defined, whether or not capitalized in this Agreement.

“Intellectual Property Rights” means, on a worldwide basis, any and all:

- Rights associated with works of authorship, including copyrights, moral rights and mask-works;
- Marks;
- Trade secret rights;
- Patents, designs, algorithms and other industrial property rights;
- Other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, or otherwise; and
- Registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

“Law” means:

- Any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time to which a Party is subject, including but not limited to data protection and privacy laws;
- The common law and the laws of equity as applicable to the Parties from time to time;
- Any binding order, judgement, decree, direction, policy, or rule including from a governmental authority; or
- Any applicable industry code, policy or standard enforceable by law.

“License Compliance Notifications” shall mean any communication sent to a Pet Owner with information regarding the requirement to purchase a Pet Registration for a particular Pet.

“Losses” shall mean all losses, liabilities, damages and claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).

“Marks” means all trademarks, service marks, trade names, trade dress, symbols, logos, designs, and other source identifiers.

“Material” means all systems, software, technology, documentation, reports, notes, tools, methods, methodologies, processes, procedures, workflows, inventions, forms, data, data formats, data compilations, program names, designs, drawings, videos and other material created, furnished or made available in connection with this Agreement

“Organization Engagement Officer” has the meaning given to that term in Section 3(a).

“Organization Data” means any and all information provided by Organization to DocuPet pursuant to or in connection with this Agreement, directly or indirectly, and whether in printed, electronic, magnetic, optical or other form, but, for certainty, excludes any DocuPet Owned Work and Registration Information.

“Optional Services” means additional products and services that are provided by DocuPet to registered Pet Owners directly and not through this Agreement.

“Parties” means DocuPet and the Organization and “Party” means any one of them.

“Pet” means a dog or cat or any other animal that can be registered in accordance with the Organization's by-laws, ordinances or regulations.

“Pet License Fee” means the Pet License Fee described in Schedule C.

“Pet Owner” means the person applying for the Pet Registration for an applicable Pet.

“Pet Registration” means the registration issued or renewed according to the Organization's by-laws, ordinances or regulations to a Pet Owner for a particular period.

“Pet Tag” means a metal identification tag to be worn by a Pet that is marked with required information related to a Pet Registration.

“Postage” means costs incurred by DocuPet in packaging and delivering material to Pet Owners in connection with the Services including labor.

“Services” has the meaning given to that term in Schedule A.

City of Dubuque Insurance Requirements for Technology Professional Liability

“Software” means the software application provided through the Website, which among other things, stores the Registration Information and provides authorized access thereto through the Internet.

“Standard Fees” has the meaning given to that term in Schedule C.

“Term” has the meaning given to that term in Section 5.

“Website” means the Internet website “www.DocuPet.com” and associated web pages.

b. Other Terms.

- i. Other terms used in this Agreement are defined where those are used and have the meanings there indicated.
- ii. Those terms, acronyms and phrases utilized in the IT services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context.

2. DOCUPET SERVICES

- a. Provision of Services. During the Term, DocuPet will perform the Services in a competent, careful and professional manner in accordance with the terms and conditions of this Agreement and shall ensure that all of its employees, representatives and subcontractors delivering Services act in a professional and businesslike manner appropriate for the provision of a public service.

b. Use of Subcontractors

- i. DocuPet shall not be entitled to delegate or subcontract any of its obligations under this Agreement without the Organization's prior written approval which shall not be unreasonably withheld. Notwithstanding DocuPet's use of subcontractors, the Organization's sole point of contact regarding the Services shall remain DocuPet.

c. Facilities and Assets

- i. Except as otherwise specified, or as otherwise mutually agreed, all of the Services shall be provided from DocuPet facilities. DocuPet shall be responsible for providing all office space and associated utilities, office furniture and supplies, and workstation equipment and software, as required to perform such Services. In the event that DocuPet is required to visit an Organization's facility, the Organization shall provide a safe workspace that has computer access and internet connectivity and access to such Organization personnel as DocuPet reasonably requires to accomplish the work to be performed at the Organization's facilities.

d. DocuPet Methodologies, Tools and Training

- i. DocuPet hereby reserves to itself all rights to use such languages, tools, methodologies and practices as it determines in its sole discretion to make, have made, use, copy, display, operate, maintain, develop, support, modify, enhance and prepare derivative works relating to the DocuPet Owned Work and any other existing or future systems, software or

technology owned, or operated by or on behalf of DocuPet. For certainty, DocuPet may add features, upgrades and content to the Website, Software or other DocuPet Owned Work, consistent with the terms and intent of this Agreement and without the consent of the Organization.

3. ORGANIZATION RESPONSIBILITIES

a. Organization Engagement Officer

- i. The Organization will assign an officer who will serve as the Organization's primary point of contact with DocuPet for all matters pertaining to the launch of the Services (the "**Organization Engagement Officer**"). The Organization Engagement Officer will be responsible and authorized to make decisions as required.
- ii. The Organization Engagement Officer will be responsible for ensuring that all Organization staff or authorized contractors are fully trained regarding the use of the DocuPet Website after the launch of the Services.
- iii. The Organization Engagement Officer will be responsible for ensuring that all Organization staff or authorized contractors attend all scheduled meetings and provide all necessary information and materials to ensure the Services can be launched on schedule.

b. DocuPet Policies

- i. The Organization agrees to abide by all reasonable use, security and other policies in respect of the Services, including policies that apply to the access of the Website and the Software as established and amended by DocuPet from time to time. The Organization shall also train and require its employees, contractors and volunteers to abide by such policies and oversee compliance.

c. Data Provision

- i. The Organization shall provide no less than three years' of Pet Registration data at least six weeks prior to the launch of the Services in a formatted manner acceptable to DocuPet.
- ii. The Organization shall also provide complete GIS address data, including latitude and longitude information, for the geographic region that it serves. This data must be provided at least six weeks prior to the launch of the Services.
- iii. The Organization will be required to review data once added to the Software prior to the launch of the Services for accuracy and completeness prior to the launch of the Services.
- iv. The Organization shall provide any Pet Registration data created or altered in the weeks leading up to the launch of the Services in a formatted manner acceptable to DocuPet that is exclusive to these records only within 10 days after the launch of the Services.
- v. Any Pet Registration data provided by the Organization at any time that is determined to be inaccurate by DocuPet must be rectified by the Organization at its own cost within 10 days of notice by DocuPet.

4. FINANCIAL MATTERS

a. Pet Registration Fees and Standard Fees

- i. DocuPet shall be entitled to receive from the Organization the standard fees set out in Table 1.2 in Schedule C (the “**Standard Fees**”).

b. Collection and Allocation of Fees

- i. Fees under this Agreement shall be collected as follows:
 1. The Organization and other Organization contractors may collect Pet License Fees through “offline” transactions; and
 2. DocuPet may collect the Pet License Fees through the Website.
- ii. Pet License Fees shall be allocated between the Parties as follows:
 1. DocuPet shall pay the Organization all Fees collected through the Website, less all Standard Fees payable to DocuPet, which will be paid to the Organization by DocuPet coinciding with the issuing of the monthly invoice contemplated by Section 4(d).
 2. The Organization shall pay DocuPet any Standard Fees associated with the Organization’s or any Organization contractor’s sale of Pet Registrations.
- iii. Except as contemplated in this Section 4(b), the Organization shall not be entitled to any payments of any kind from DocuPet.

c. Invoicing and Payment of Fees

- i. Within 15 days of the end of each calendar month, DocuPet shall render in arrears a single invoice for the aggregate amount of the Standard Fees (and all applicable taxes on the foregoing) deducted from the Pet License Fees collected by DocuPet through the Website during the month just ended. Each such invoice shall include:
 1. All Pet License Fees collected by DocuPet for the month;
 2. The aggregate number of Pet Registrations applied for through the Website for the month;
 3. The aggregate amount of the Standard Fees (and taxes), retained by DocuPet for the month; and

4. The aggregate amount paid to the Organization as a result of the sale of Pet Registrations on the Website during the applicable month.
 - ii. Within 10 days of receipt of the invoice set out in 4(c), the Organization shall review the invoice and reply, via email, that the invoice is accurate and valid. In the event that the invoice requires revision the Organization will communicate this, via email, to DocuPet. If DocuPet is in agreement with the suggested revisions a revised invoice will be issued for review and approval by the Organization
 - iii. Statements for Standard Fees and all applicable taxes shall be paid at the time of issuance of the invoice provided for in Section 4(c) out of the Pet License Fees collected by DocuPet. In the event that the revenues collected by DocuPet through the Website are insufficient to cover the amounts payable to DocuPet by the Organization in any given month, the outstanding amount set out in the invoice shall be payable no later than 30 days following the date of the applicable invoice.
- d. Accountability
 - i. DocuPet shall maintain complete and accurate records of the Services provided and supporting documentation for the amounts billed to and payments made by the Organization in connection with this Agreement. DocuPet agrees to provide the Organization with documentation and other information with respect to each invoice as may be reasonably requested by the Organization to verify accuracy and compliance with the provisions of this Agreement.
 - ii. All records relating to the provision of the Services pursuant to this Agreement shall be retained for a minimum of 24 months or in accordance with legislative requirements, whichever is longer. These records shall be made available to the Organization upon reasonable request.

5. TERM

- a. The term of this Agreement will commence on the Effective Date and, unless terminated earlier in accordance with this Agreement, shall continue for an initial period of three (3) years (the "Term"). Thereafter, the Term will automatically renew for successive one (1) year periods (each a "Renewal Period"), but not to exceed five (5) years in the aggregate, subject to the Organization's and DocuPet's right to terminate at the end of the initial Term or any Renewal Period by providing the other party with not less than 90 days prior written notice.

6. INTELLECTUAL PROPERTY

a. Organization IP

- i. Nothing herein transfers to DocuPet any right, title, or interest of Organization in or to any Organization Data or Confidential Information. DocuPet agrees that as between DocuPet and Organization, all right, title and interest in Organization Data and other Confidential Information of Organization including Intellectual Property Rights therein will remain with the Organization.

b. DocuPet IP

- i. As between DocuPet and Organization, DocuPet or its licensors own and reserve all right, title and interest in and to the DocuPet Owned Work, DocuPet Marks, the Services and all hardware, Software and other items used to provide the Services, other than such rights to use those as may be explicitly granted to Organization in this Agreement. No title to or ownership of any DocuPet Owned Work or proprietary rights related to the Services is transferred to Organization pursuant to this Agreement or any transaction contemplated by this Agreement. All rights not explicitly granted to the Organization are reserved by DocuPet.

c. Use of Marks

- i. During the Term, DocuPet shall be entitled to include the Organization's name and logo on (a) the Website; and (b) DocuPet's promotional materials; provided that DocuPet shall comply with all reasonable written usage policies communicated by the Organization to DocuPet from time to time, including the use of proper notices and legends.

7. CONFIDENTIALITY

a. Duties of Confidentiality

- i. Each Party agrees to maintain the confidentiality of the other Party's Confidential Information and to use such Confidential Information only as expressly authorized under this Agreement. For the purposes of this Section 7(a), the Party providing Confidential Information shall be referred to as the "**Disclosing Party**" and the Party receiving Confidential Information shall be referred to as the "**Recipient**".
- ii. Without limiting the generality of the foregoing and subject to the provisions of applicable Laws, the Recipient shall, both during the Term and at any time thereafter, (a) not disclose any of the Disclosing Party's Confidential Information to any person other than for the express purposes set out in this Agreement, without the Disclosing Party's prior written consent, (b) not disclose the Disclosing Party's Confidential Information to any person other than its affiliates and its and their consultants, professional advisors, independent contractors, outsourcers and other service providers for the purpose of providing them, or any of them, services or who have a need to know, (c) not reproduce all or any part of the Disclosing Party's Confidential Information or make any derivative work based upon or derived from the Disclosing Party's Confidential Information without the prior written consent of the Disclosing Party, (d) comply with all of the Disclosing Party's policies, standards, requirements and specifications that are provided to the Recipient in writing in relation to the use and storage of Confidential Information disclosed to the Recipient; (e) not remove, alter, cover or obfuscate any proprietary notice, including any Intellectual Property Right legend on any of the Disclosing Party's Confidential information.

b. Excluded Information

- i. The obligations of confidentiality of the Recipient in Section 7(a) shall not extend to information that the Recipient can establish by written evidence, (a) is or becomes publicly known through no wrongful act of the Recipient; (b) is properly made available to the

Recipient without confidential or proprietary restriction from a source other than the Disclosing Party; (c) the Recipient can show was rightfully in its possession without obligation of confidentiality; (d) the Information was approved by the Disclosing Party for disclosure in a written document signed by a senior officer of the Disclosing Party; (e) is required to be disclosed by Law as determined by the Recipient's legal counsel, provided that Recipient will take all available reasonable means not to disclose any Confidential Information of the Disclosing Party without its consent or prior disclosure to the Disclosing Party, unless precluded by Law from doing so, and will only disclose the minimum amount of Confidential Information compelled by law; or (f) is independently developed.

c. Privacy

- i. In addition to DocuPet's confidentiality obligations under Section 7(a), DocuPet will collect, use, store, disclose and dispose of and otherwise handle personal information collected or accessible to DocuPet in accordance with all applicable privacy Laws and ensure that personal information is not handled other than as permitted hereunder or as otherwise agreed to by the Parties in writing.
- ii. Notwithstanding the foregoing, DocuPet shall be entitled to disclose or use Registration Information to the extent that the individual who provided the Registration Information has consented to such use and disclosure in accordance with all applicable Laws.

d. Acknowledgement

- i. The Recipient acknowledges and agrees that any violation of the provisions of this Section 7 may cause irreparable damage or injury to the Disclosing Party, the exact amount of which may be impossible to ascertain, and that, for such reason, the Disclosing Party shall be entitled to obtain interim, interlocutory, and final injunctive relief restraining Recipient from breaching, and requiring Recipient to comply with, its obligations under this Section 7. Recipient hereby acknowledges the importance to Disclosing Party of the strict compliance with the provisions of this Section 7 and acknowledges that the Disclosing Party's interest in the strict enforcement thereof will outweigh the balance of convenience or harm which Recipient may suffer as a result of the strict enforcement of this section.

e. Reporting

- i. Each Party will promptly report to the other Party any actual or suspected violation of the terms of this Section 7 and will take all reasonable further steps requested by the other Party to prevent, control or remedy any such violation.

8. REPRESENTATIONS, WARRANTIES AND LIMITATION OF LIABILITY

a. Warranties

- i. DocuPet represents and warrants that:
 - 1. it is competent to perform the Services;

2. it has the necessary qualifications, including knowledge, skill and experience to perform the Services, together with the ability to use those qualifications effectively for that purpose;
 3. the Software used in connection with the performance of the Services, does not infringe any Intellectual Property Right of any third-party, or contain confidential or proprietary material misappropriated by DocuPet from any third-party. The foregoing warranty will not apply to the extent infringement is caused by (a) modifications of the Software or the Website by a party other than DocuPet or its subcontractors, agents or representatives, (b) the combination of the Software with software or other items or products not provided or recommended by DocuPet, or (c) designs, specifications or instructions provided by or at the direction of the Organization (as opposed to the manner in which such designs, specifications or instructions are implemented by DocuPet).
- ii. The Organization represents and warrants to DocuPet that this Agreement is binding and enforceable in accordance with its terms under the Laws of the jurisdiction in which the Organization is located.

b. Warranty Disclaimer

- i. OTHER THAN AS PROVIDED IN THIS AGREEMENT, THERE ARE NO EXPRESS WARRANTIES AND THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

c. Limitation of Liability

- i. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL OR UNFORESEEABLE CONSEQUENTIAL DAMAGES OF THE OTHER PARTY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, BASED UPON BREACH OF CONTRACT OR BREACH OF WARRANTY.
- ii. DOCUPET TOTAL LIABILITY TO THE ORGANIZATION IN CONNECTION WITH THIS AGREEMENT IN CONTRACT SHALL BE LIMITED TO THE TOTAL FEES PAID TO DOCUPET UNDER THIS AGREEMENT. THE LIMITATIONS SET FORTH IN THIS SECTION 8(c) SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, (B) DAMAGES OCCASIONED BY THE IMPROPER OR WRONGFUL TERMINATION OF THIS AGREEMENT; or (C) DAMAGES OCCASIONED BY A PARTY'S BREACH OF SECTION 6 OR SECTION 7.

9. TERMINATION

- a. Either party may terminate this agreement at any time with or without cause with ninety (90) days written notification to the other party.
- b. Should either party be in breach of its covenants or undertakings under this Agreement, which remains un-rectified for a period of 30 days following written notification of such breach (or if such breach cannot be remedied within 30 days, the party in breach has not diligently commenced steps to remedy the breach within 30 days), the party not in breach may, at its

option and without prejudice to any other rights or remedies it might have, immediately terminate this Agreement.

- c. Organization Data and Registration Information, including all copies thereof, shall be returned to the Organization within thirty (30) days following the termination of this Agreement. The Organization Data will be made available to the Organization for download in a commonly accessible file format such as comma separated value format (.csv). DocuPet shall also eliminate all Organization Data and Registration Information otherwise retained in the system maintained for the Organization under this Agreement in a manner satisfactory to the Organization.

10. FORCE MAJEURE

- a. Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement:
 - i. if and to the extent such default or delay is caused by fire, flood, earthquake, elements of nature or acts of God, riots, terrorism, civil disorders, rebellions or revolutions in any country, or any other cause beyond the reasonable control of such Party; and
 - ii. provided the non-performing Party is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot be circumvented by the non-performing Party through the use of commercially reasonable alternate sources, work-around plans or other means.
- b. The affected Party will promptly notify the other Party of the circumstances causing its delay or failure to perform and of its plans and efforts to implement a work-around solution. For as long as such circumstances prevail, the Party whose performance is delayed or hindered will continue to use all commercially reasonable efforts to recommence performance without delay.

11. INSURANCE AND INDEMNITIES

a. Insurance

- i. DocuPet shall at its own expense obtain and maintain during the Term the following insurance:
 - 1. Commercial general liability insurance on an occurrence basis for an amount of not less than Two Million Dollars (\$2,000,000) with respect to DocuPet's operations, acts and omissions relating to its obligations under this Agreement.
 - 2. Automobile liability insurance for an amount not less than Two Million Dollars (\$2,000,000) covering all vehicles hired or leased by DocuPet and used in any manner in connection with the performance of the Services.

DocuPet also shall at all times during the performance of this Agreement provide insurance as described in the attached Insurance Schedule.

- ii. The Organization shall be named as an additional insured in the commercial general liability policy. A copy of the certificate of insurance will be provided to the Organization.
 - iii. DocuPet shall be entirely responsible for the cost of any deductible that is maintained in any insurance policy.
 - iv. DocuPet shall not commence work under this Agreement until such time as it has obtained insurance in accordance with Section 11(a)(i). Upon the request of the Organization, DocuPet shall provide the Organization with evidence of the policies DocuPet is required to maintain under 11(a)(i).
- . If DocuPet fails to maintain insurance as required by this Agreement, the Organization shall have the right to provide and maintain such insurance and give evidence to DocuPet. DocuPet shall pay the cost thereof to the Organization on demand.

b. Indemnity By DocuPet

- . DocuPet will indemnify, defend and hold harmless the Organization its officers, directors, employees, agents, representatives, successors, and assigns, from any and all Losses arising from any of the following:
1. Any third-party claim resulting from the wrongful or negligent acts or omissions of DocuPet, its representatives, contractors or agents; and
 2. Any breach of any representation, warranty or covenant of DocuPet set out in this Agreement; and
 3. To the degree to which any losses or allegations relate to actions or omissions of DocuPet which are proven in a court having jurisdiction over such matters.

c. Indemnity By the Organization

- . The Organization will indemnify, defend and hold harmless DocuPet, its officers, directors, employees, agents, representatives, successors, and assigns, from any and all Losses arising from any of the following:
1. Any third-party claim resulting from the wrongful or negligent acts or omissions of the Organization, its representatives, contractors or agents; and
 2. Any breach of any representation, warranty or covenant of the
Organization set out in this Agreement; and
 3. To the degree to which any losses or allegations relate to actions or omissions of the Organization which are proven in a court having jurisdiction over such matters.

12. DISPUTE RESOLUTION

- a. Any dispute between the Parties arising out of or relating to this Agreement, including with respect to the interpretation of any provision of this Agreement and with respect to the performance by DocuPet or the Organization, shall be resolved as provided in this Section 12.

Prior to the initiation of formal dispute resolution procedures, the Parties shall first attempt to resolve their dispute informally, as follows:

- i. Upon the written request of a Party, each Party shall appoint a designated representative whose task it will be to meet for the purpose of endeavoring to resolve such dispute. The designated representatives shall meet as often as the Parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and attempt to resolve the dispute without the necessity of any formal proceeding. During the course of discussion, all reasonable requests made by one Party to another for non-privileged information, reasonably related to this Agreement, shall be honored in order that each of the Parties may be fully advised of the other's position. The specific format for the discussions shall be left to the discretion of the designated representatives.
- b. Formal proceedings for the resolution of a dispute may not be commenced until the earlier of:
 - i. the designated representatives concluding in good faith that amicable resolution through continued negotiation of the matter does not appear likely; or
 - ii. thirty (30) days after the initial written request to appoint a designated representative pursuant to Section 12(a) above (this period shall be deemed to run notwithstanding any claim that the process described in this Section 12 was not followed or completed).
- c. This Section 12 shall not be construed to prevent a Party from instituting, and a Party is authorized to institute, formal proceedings earlier to (a) avoid the expiration of any applicable limitations period, (b) preserve a superior position with respect to other creditors, or (c) obtain a temporary restraining order or other injunctive relief.
- d. Each Party agrees to continue performing its obligations under this Agreement while any dispute is being resolved unless and until such obligations are terminated by the termination or expiration of this Agreement.

13. GENERAL

a. Governing Law

- i. The Agreement and performance under it will be governed by and construed in accordance with the Laws of the State of Iowa. Jurisdiction and venue for any action arising out of this Agreement shall be exclusively in the Iowa District Court for Dubuque County, Iowa.

b. Relationship of the Parties

- i. DocuPet is performing the Services as an independent contractor. DocuPet has the sole right and obligation to supervise, manage, direct, and perform all work to be performed by its personnel under this Agreement. Persons who perform the Services are employees of DocuPet (or its subcontractors) and DocuPet will be solely responsible for payment of compensation to such persons and for any injury to them in the course of their employment. DocuPet will assume full responsibility for payment of all taxes, withholdings and contributions required in respect of its employees.

c. No Waiver of Default

- i. No waiver will be effective unless in writing signed by an authorized representative of the Party against which enforcement of the waiver is sought. Neither the failure of either Party to exercise any right of termination, nor the waiver of any default will constitute a waiver of the rights granted in this Agreement with respect to any subsequent or other default.

d. Remedies Cumulative

- i. All remedies specified in this Agreement will be cumulative and in addition to any other remedies available under this Agreement or at Law or in equity.

e. Assignment

- i. DocuPet may not assign, transfer or otherwise convey or delegate any of its rights or duties under this Agreement to any other Party without the prior written consent of the Organization, such consent not to be unreasonably withheld. This Agreement shall be binding upon the respective successors and permitted assigns of the Parties.

f. Notices

- i. All notices, requests and demands, other than routine communications under this Agreement, will be in writing and will be deemed to have been duly given when delivered, or when transmitted by fax or email (with a copy provided by another means specified in this Section 13(f)), or one (1) business day after being given to an overnight courier with a reliable system for tracking delivery, or five (5) business days after the day of mailing, when mailed by mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

- 1. In the case of DocuPet, to:

15 Technology Place, Suite 1
East Syracuse, NY 13057
Attention: Chief Executive Officer
Email: grant.goodwin@docupet.com

- 2. In the case of the Organization, to the address set out on page 2 of this Agreement.

- ii. Either Party may from time to time change the individual(s) to receive notices under this Section 13(f) and its address for notification purposes by giving the other prior written notice of the new individual(s) and address and the date upon which the change will become effective.

g. Interpretation

- i. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. References to articles and

sections shall be references to articles and sections of this Agreement, unless otherwise specifically stated.

- ii. The section headings in this Agreement are intended to be for reference purposes only and shall in no way be construed to modify or restrict any of the terms or provisions of this Agreement.

h. Counterparts

- i. The Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will together constitute one and the same agreement.

i. Severability

- i. If any provision of this Agreement is held invalid by a court with jurisdiction over the Parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable Law, and the remainder of this Agreement will remain in full force and effect.

j. Survival

- i. Any provision of this Agreement, which contemplates performance subsequent to any termination or expiration of this Agreement, will survive any termination or expiration of this Agreement and continue in full force and effect.

k. Entire Agreement; Amendments

- i. This Agreement (including any Schedules referred to herein and attached hereto) contains the entire agreement of the Parties and supersedes all prior agreements and representations, whether written or oral, with respect to the subject matter of this Agreement. Modification or amendment of this Agreement, or any part of this Agreement, may be made only by a written instrument executed by authorized representatives of both Parties.

l. Compliance with Law

- i. Each party shall fully comply with all applicable Laws including those Laws regarding data protection, public corruption, non-discrimination in employment, occupational health and safety, accessibility, and environmental protection.

Schedule C

1. PET LICENSE FEES

Table 1.1 outlines the current Pet License Fee schedule for dogs and cats within the Organization in the local currency of the Organization. Pet License Fees are set by the Organization and are subject to change at any time at the direction of the Organization. Pet License Fee changes require time for implementation, testing, and communications updates. As such, 45 days' notice is required for Pet License Fee changes.

Table 1.1 – Pet License Fee Schedule for the Organization

Registration Type	Duration	Cost
Dog unaltered	1 yr	\$34
Dog altered	1 yr	\$14
Cat unaltered	1yr	\$34
Cat altered	1 yr	\$14
Late fee		\$16
Processing Convenience Fee	NA	TBD
Direct Donation	NA	Variable

2. STANDARD FEES

The Standard Fees set out in Table 1.2 are to be paid to DocuPet without the prior written approval of the Organization.

Table 1.2 – Listing of DocuPet's Standard Fees

ITEM	FEE PAYABLE BY THE ORGANIZATION (in \$USD funds)
<u>Start-Up Fee</u> One time ment due at the launch of a program that covers the involved DocuPet labor in developing and implementing the solution.	\$0/one time
<u>Monthly Fee</u> Monthly fee for provision of the Services.	\$1403 /month
<u>Online Credit Card Processing Fee</u> (applicable for all Pet Registrations sold via the Website)	2.65% of the Pet License Fees in each transaction plus \$0.25 for each transaction including

City of Dubuque Insurance Requirements for Technology Professional Liability

	at least one Pet License Fee
<u>Variable or Optional Fees</u>	
<u>Software Customization Fee</u> • Project based fee to be determined based on the requirements and estimated work effort.	Variable project-based fee as defined
<u>AddMailed License Compliance Notification Fee</u> • This may include mailings related to received records without licenses, citation-related communications, canvassing visit follow-ups, and additional reminders to delinquent pet owners.	\$1.50 per mailing

City of Dubuque Insurance Requirements for Technology Professional Liability

INSURANCE SCHEDULE K

1. DocuPet shall furnish annually 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. Providers 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. Each certificate shall include a statement under Description of Operations as to why issued. Agreement dated_____.
2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers 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 minimum coverage 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. 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 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, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.
8. Provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If provider's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Whenever an ISO form is referenced the current edition of the form must be used.
10. 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.
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 K (continued)

EXHIBIT I

A) TECHNOLOGY PROFESSIONAL LIABILITY \$5,000,000

 * Yes No

Coverage to include:

- 1) Errors and omissions, lost data and restoration and damages arising from incidents resulting from a failure of computer security to prevent a security breach.
- 2) Libel, slander, defamation, product disparagement, false arrest, detention, imprisonment, invasion of, or interference with right of privacy, plagiarism, piracy, misappropriation of name or idea, trespass, dilution or infringement of copyright, title, slogan, trademark, trade name, trade dress, logo, service mark or service name, and infliction of mental or emotion illness, anguish injury or distress from the incidences mentioned here in.
- 3) The unauthorized taking or use or unintentional disclosure of Personally Identifiable Information or a confidential and proprietary business trade secret.
- 4) The unintentional failure to timely disclosed an unauthorized taking or use or disclosure of Personally Identifiable Information in violation of any Breach Notification law.
- 5) The unintentional violation of the named insured's privacy policy that directly results in a violation of any privacy law.
 - a) Provide evidence of coverage for 5 years after completion of project.

B) CYBER LIABILITY/ DATA BREACH \$1,000,000

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



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

R&W Restoration LLC (Contractor) at
(Contractor Name)
305 N. Kyle Ave, East Dubuque, IL 61025
(Contractor's Address - City and State)

PROJECT TITLE: 3rd & Main St. Chamber Exterior Patio Stone Veneer Remove & Replace
(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, dated September 25, 2025.

The work described above shall be completed at the following location(s):

300 Main Street, Dubuque, IA

The Project shall be constructed to 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
 November 14, 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: \$ 4,800.00

CITY OF DUBUQUE, IOWA

CONTRACTOR:

By: Michael Van Milligen 10/22/2025
Michael C. Van Milligen Date
City Manager

R&W Restoration LLC
Company Name
By: Randy Williams 10-9-25
Signature Date
Randy Williams
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

PRINCIPAL:

Contractor

By: _____
Signature

Printed Name

Title

FORM APPROVED BY:

Representative for Owner

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 Chamber Ext Patio Stone Veneer or Project Location at 300 Main Street, Dubuque, IA or construction of 3rd & Main St. Chamber Exterior Patio Stone Veneer Remove & Replace
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 **X** 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

PROPOSAL

JOB NAME: Chamber Patio
Stone Veneer Remove Replace

LOCATION: 300 Main St.
Dubuque, IA 52001

PHONE: 563-589-425-4270

DATE: Sept. 25, 2025

R & W RESTORATION LLC

305 N. Kyle Ave.
E. Dubuque, IL 61025
563-543-4887 (RANDY)
willy5861@yahoo.com

ATTENTION: BOB SCHIESL

- 1.) We will remove top course of stone at 300 Main St. Dubuque
- 2.) We will relay stone after concrete is poured and set.
- 3.) All clean up and debris will be disposed of by contractor.

SIGNATURE _____ DATE _____ **TOTAL DUE: \$4,800.00**



City of Dubuque
Fire Department
11 West 9th St, 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 563 Design, PLLC

(Vendor Name)

1268 Locust Street, Dubuque, Iowa 52001

(Vendor Address - City and State)

PROJECT TITLE: Station 5 Emergency Repairs

(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:

Provide Architectural Services for Bidding Documents & Construction Administration for replacement of existing stairs (basement to main level & main level to upper floor), and create room layout within existing open sleeping room at fire station 5

The work described above shall be completed at the following location(s):

Fire Station 5, 689 South Grandview, Dubuque, Iowa

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.

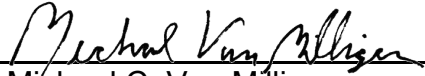
THE CITY AGREES:

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.

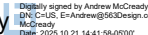
CONTRACT AMOUNT \$ 12,500.00

CITY OF DUBUQUE, IOWA

VENDOR:

By:  10/22/2025
Michael C. Van Milligen
City Manager
Date

563 Design PLLC
Company Name

By:  Andrew McCready 10/21/2025
Signature Date

Andrew McCready
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 D

INSURANCE SCHEDULE J

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

- 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)



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 Pigott, Inc.

(Vendor Name)

3815 Ingersoll Avenue, Des Moines, Iowa 50312

(Vendor Address - City and State)

PROJECT TITLE: Fire Administration Office Update

(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:

Purchasing and installing office furniture in the Bureau Chief of Training and Bureau Chief of EMS offices

The work described above shall be completed at the following location(s):

Fire Headquarters, 11 West 9th Street, Dubuque, Iowa

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.

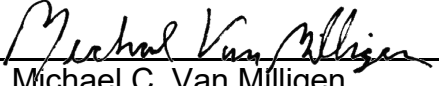
THE CITY AGREES:

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.

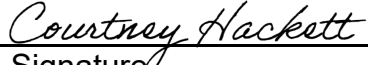
CONTRACT AMOUNT \$ 23,305.72

CITY OF DUBUQUE, IOWA

VENDOR:

By:  10/22/2025
Michael C. Van Milligen
City Manager Date

Pigott, Inc.
Company Name

By:  10/21/2025
Signature Date

Courtney Hackett
Printed Name

Interiors Consultant
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 10/21/2025.
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)

**MASTER SERVICE AGREEMENT
MSA EOCED0002603**

THIS MASTER SERVICE AGREEMENT (this “Agreement”) is made as of October 14, 2025 (the “Effective Date”) by and between Eocene Environmental Group, Inc., an Iowa corporation, and City of Dubuque, Iowa, a Municipality (“CUSTOMER”). Eocene Environmental Group and CUSTOMER collectively, the “Parties” and individually, a “Party”.

WHEREAS, CUSTOMER desires that Eocene Environmental Group, from time to time, provide certain contracted services as set forth in this Agreement, and Eocene Environmental Group desires to perform such services on behalf of CUSTOMER on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the terms hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Definitions; Interpretation. Terms defined in the preceding paragraphs of this Agreement have the meanings given to them in such paragraphs. Terms defined elsewhere in this Agreement (whether or not capitalized) or in any Schedule or Exhibit to this Agreement have the meanings given to them where they are defined. Terms set forth in Appendix I to this Agreement have the meanings given to them in Appendix I (whether or not such terms are capitalized in this Agreement). The rules of interpretation set forth in Appendix I shall apply to this Agreement.

2. Services to be Provided. During the Term, and subject to the terms and conditions contained herein, Eocene Environmental Group agrees to provide to CUSTOMER the services (the “Services”) described under the Scope of Work in Schedule A (the “Work Order”), which is incorporated by reference and made a part of this Agreement, and in such additional Work Orders as may be executed by each of the Parties from time to time pursuant to this Agreement.

3. Rate of Payment for Services. Unless otherwise provided in this Agreement CUSTOMER will pay Eocene Environmental Group for the Services as set forth in the Fees section of the Work Order.

4. Invoices and Payment. During the Term of this Agreement, unless sooner terminated, Eocene Environmental Group shall prepare and submit to CUSTOMER a reasonably itemized invoice covering the Services rendered by Eocene Environmental Group. Invoices shall be submitted to and paid by CUSTOMER in accordance within thirty (30) days of the invoice date, unless otherwise agreed to in the Work Order.

5. Taxes. Nothing in this Agreement shall be construed as creating a relationship between the

Parties of master/servant, principal/agent, or employer/employee. To the contrary, the relationship of the Parties is strictly that of an independent contractor providing professional services, and the Parties will have no authority to: (i) make any binding decision for, or on behalf of, the other Party, or (ii) commit the other Party to any contract, obligation, debt, or other liability. None of the benefits that CUSTOMER provides to its employees including, without limitation, compensation, insurance, unemployment compensation or workers’ compensation, will be made available or provided to Eocene Environmental Group. The fees paid to Eocene Environmental Group pursuant to this Agreement and any Work Order will not be subject to any federal, state, or local withholding, and Eocene Environmental Group will not be treated as an employee of CUSTOMER for federal, state or local tax purposes. Eocene Environmental Group shall be responsible for filing all necessary federal, state, and local taxes, including the timely payment of applicable income taxes and self-employment taxes.

6. Out of Pocket Expenses. No costs, expenses or liabilities of Eocene Environmental Group (“Expenses”) shall be reimbursed unless expressly set forth in a Work Order or otherwise approved by CUSTOMER. Each invoice will include, and CUSTOMER shall reimburse Eocene Environmental Group for, all such Expenses incurred in providing the Services to CUSTOMER under each Work Order.

7. Term and Termination. This Agreement shall commence on the Effective Date and shall continue for the Term unless this Agreement is terminated as provided in this Section.

(a) No Outstanding Work Orders. Either Party may terminate this Agreement by providing the other Party with at least sixty (60) days prior written notice

of termination if there are no outstanding Work Orders.

(b) Payment Default. If CUSTOMER defaults in the payment of any amount due under any Work Order and does not cure such default within ten (10) days after Eocene Environmental Group gives written notice of such default, then Eocene Environmental Group may terminate the Work Order or this Agreement (and thereby all Work Orders) by providing written notice of termination to CUSTOMER of Eocene Environmental Group's election to terminate the Work Order or this Agreement (and thereby all Work Orders).

(c) Material Breach. If either Party materially defaults in the performance of any term of a Work Order or this Agreement (other than by nonpayment as described in subsection (b) above) and does not cure such default within thirty (30) days after receiving written notice of such default, then the non-defaulting Party may terminate the Work Order or this Agreement (and thereby all Work Orders) by providing to the defaulting Party written notice of termination of the Work Order or this Agreement (and thereby all Work Orders) and the effective date of such termination.

(d) Bankruptcy or Insolvency. In the event a Party: (1) makes a general assignment of all or substantially all of its assets for the benefit of its creditors; (2) applies for, consents to, or acquiesces in the appointment of a receiver, trustee, custodian, or liquidator for its business or all or substantially all of its assets; (3) files, or consents to or acquiesces in, a petition seeking relief or reorganization under any bankruptcy or insolvency Laws; or (4) a petition seeking relief or reorganization under any bankruptcy or insolvency Laws is filed against such Party and is not dismissed within sixty (60) days after it was filed; then this Agreement shall terminate immediately without notice or further action by the other Party.

(e) Termination for Convenience. Eocene Environmental Group may terminate any Work Order or this Agreement (and thereby all Work Orders) at any time, with or without cause, upon providing CUSTOMER thirty (30) days prior written notice.

(f) Effect of Termination; Return of Property. Notwithstanding the termination of this Agreement, the Parties shall be required to carry out all provisions which contemplate performance by them subsequent to such termination, and such termination shall not affect any liability or obligation which shall accrue prior to such termination. Without

limiting the generality of the foregoing, upon such termination, CUSTOMER shall, upon receipt of an invoice from Eocene Environmental Group, pay Eocene Environmental Group for Services actually rendered prior to the effective date of such termination and all other costs, including, but not limited to, personnel costs, incurred in preparation to provide Services. Charges will be based on time expended for all incomplete tasks as listed in the applicable Work Order, and all completed tasks will be charged as indicated in the applicable Work Order. Upon termination of this Agreement, both Parties agree to return to the other all property (including any Confidential Information) of the other Party that it may have in its possession or control.

8. CUSTOMER Obligations. CUSTOMER will provide timely cooperation and assistance to Eocene Environmental Group with respect to its performance of the Services, including the following: access to CUSTOMER personnel, systems, information, and property (including all locations identified in a Work Order) required for Eocene Environmental Group to perform its obligations hereunder.

9. Staff. Eocene Environmental Group is an independent contractor, and neither Eocene Environmental Group nor Eocene Environmental Group's staff is, or shall be deemed to be, employed by CUSTOMER. CUSTOMER is hereby contracting with Eocene Environmental Group for the Services described in a Work Order and Eocene Environmental Group reserves the right to determine the method, manner and means by which the Services will be performed. The Services shall be performed by Eocene Environmental Group or Eocene Environmental Group's staff, and CUSTOMER shall not be required to hire, supervise or pay any assistants to help Eocene Environmental Group perform the Services under this Agreement. Except as otherwise provided in a Work Order, all materials used in providing the Services shall be provided by Eocene Environmental Group.

10. Confidential Information.

(a) Obligations. Each Party hereto may receive from the other Party from time to time Confidential Information of the other Party. Each Party shall protect all Confidential Information of the other Party with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own Confidential Information of a similar nature, but in no event less than a commercially reasonable degree of care. Without limiting the generality of the foregoing,

each Party hereto agrees not to disclose or permit any other person or entity access to the other Party's Confidential Information except such disclosure or access shall be permitted to an employee, agent, representative or independent contractor of such Party requiring access to the same in order to perform his or her employment or the Services. Each Party shall ensure that their employees, agents, representatives, and independent contractors are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Section 10. Further, each Party agrees not to alter or remove any identification, copyright or other proprietary rights notice which indicates the ownership of any part of such Confidential Information by the other Party. A Party hereto shall undertake to immediately notify the other Party in writing of all circumstances surrounding any possession, use or knowledge of Confidential Information at any location or by any Person other than those authorized by this Agreement.

(b) Know-How. For the avoidance of doubt, neither Eocene Environmental Group nor CUSTOMER shall be prevented from making use of know-how and principles learned or experience gained of a non-proprietary and non-confidential nature.

(c) Remedies. Each of the Parties hereto agree that if any of them, their officers, employees, agents, representatives, independent contractors or any other Person obtaining access to the Confidential Information of the other Party by, through or under a Party, breaches any provision of this Section 10, the non-breaching Party shall be entitled to exercise any and all rights and remedies available to it, at law or in equity, including temporary and permanent injunctive relief against the breaching Party, its officers, agents, representatives and independent contractors, or, employees, agents, representatives and independent contractors, or such other Person. The provisions of this Section 10 shall survive the expiration or termination of this Agreement for any reason.

(d) Confidential Information. All right, title and interest in and to any Confidential Information of Eocene Environmental Group shall remain the property of Eocene Environmental Group, whether or not supplied to CUSTOMER.

11. Project Managers. Each Party shall designate one of its employees to be its Project Manager under each Work Order, who shall act for that Party on all matters under the Work Order. Each Party shall notify the other in writing of any replacement of a Project Manager. The Project

Managers for each Work Order shall meet as often as either one requests to review the status of the Work Order.

12. Warranties and Disclaimers.

(a) Mutual Warranties. Each Party represents and warrants to the other Party that: (1) such Party has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (2) the execution of this Agreement, by such Party, and the performance by such Party of its obligations and duties hereunder, do not and will not violate any agreement to which such Party is a party or by which it is otherwise bound under any applicable Law, rule or regulation; (3) when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (4) such Party acknowledges that the other Party makes no representations, warranties or agreements related to the subject matter hereof that are not expressly provided for in this Agreement.

(b) Eocene Environmental Group Indemnity. Eocene Environmental Group agrees to indemnify, defend, and hold harmless CUSTOMER and its directors, officers, employees, agents and representatives from and against any and all third party claims, damages, liabilities, fines, penalties, costs and expenses (including reasonable attorneys' fees) to which CUSTOMER may be subjected as a direct result of Eocene Environmental Group's: (i) negligent operations or the negligent provision of Services, (ii) material breach of this Agreement, or (iii) performance hereunder in a manner that is negligent or willfully improper.

(c) CUSTOMER Indemnity. CUSTOMER agrees to indemnify, defend, and hold harmless Eocene Environmental Group, its directors, officers, employees, agents and representatives from and against any and all third party claims, damages, liabilities, fines, penalties, costs and expenses (including reasonable attorneys' fees) to which Eocene Environmental Group may be subjected as a result of CUSTOMER's: (i) operations, (ii) breach of this Agreement, or (iii) performance hereunder in a manner that is negligent or willfully improper.

(d) Limitation on Damages. With respect to all claims, actions and causes of action arising out of, under or in connection with this Agreement and all Work Orders, and whether or not such damages are foreseen, neither Party will be liable for any amounts

for indirect, incidental, special, consequential (including lost profits, lost revenue, or damages for the loss of data), exemplary or punitive damages of the other Party or any third parties. Moreover, in no event shall Eocene Environmental Group's aggregate liability arising out of or relating to this Agreement (including negligence) or otherwise exceed Five Million Dollars (\$5,000,000.00).

(e) Disclaimer on Inspections. The purpose of any inspections under this Agreement is to assess tree-related risk to overhead electric utility infrastructure by tree failure as accurately and consistently as possible, and to support decisions related to risk mitigation practices that achieve CUSTOMER's objectives. The inspections and the reports, findings and orders issued after such inspections are not intended as, nor are they to be construed as, a guarantee. The findings of the inspection contained in a report are intended to report conditions of non-compliance that are readily apparent at the time of inspection. No warranty or representation, express or implied, is made hereby that the inspection of the property discovered all potential tree failures or that the report contains a complete list of all potential tree failures existing on the property inspected pursuant to a Work Order.

13. Solicitation of Personnel. During the Term of this Agreement and for a period of two (2) years thereafter, neither Party shall solicit for employment any technical, executive, management or marketing employees of the other Party who became known to such Party in the performance of this Agreement. For purposes of this Section, solicitation shall not include the use of "help wanted" or similar advertising or a referral from a recruiting or employment agency.

14. Applicable Law. Eocene Environmental Group shall comply with all applicable Law in performing the Services. This Agreement shall be construed in accordance with the Laws of the State of Iowa. **EACH OF THE PARTIES HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF IOWA IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY AGREEMENT, DOCUMENT, OR INSTRUMENT CONTEMPLATED HEREBY, AND EACH PARTY HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS WITH RESPECT TO ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT. EACH OF THE PARTIES IRREVOCABLY WAIVES ANY OBJECTION,**

INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTION. EACH OF THE PARTIES IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT BY SENDING OR DELIVERING A COPY OF THE PROCESS TO EACH PARTY, AT ITS ADDRESS SPECIFIED FOR NOTICES TO BE GIVEN HEREUNDER, OR BY CERTIFIED MAIL DIRECTED TO SUCH ADDRESS.

15. Dispute Resolution. Before any litigation is commenced, any dispute, claim or controversy arising out of or relating to this Agreement shall be referred to the senior executive officer(s) of Eocene Environmental Group having management responsibility for the relationship with CUSTOMER and the senior executive officer(s) of CUSTOMER having management responsibility for the relationship with Eocene Environmental Group, each of whom shall in good faith attempt to resolve the dispute. If not resolved in such manner within sixty (60) days from the date of their first communication about the dispute, either or both Parties shall be entitled to commence litigation.

16. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HEREBY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO AND IN ANY SUIT, ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, DEMAND OR OTHER MATTER WHATSOEVER ARISING OUT OF THIS AGREEMENT OR ANY AGREEMENT, DOCUMENT OR INSTRUMENT CONTEMPLATED BY THIS AGREEMENT.

17. Scope of Agreement. If the scope of any provisions of this Agreement is too broad in any respect whatsoever to permit enforcement to its fullest extent, then such provision shall be enforced to the maximum extent permitted by Law, and the Parties hereto consent to and agree that such scope may be judicially modified accordingly and that the whole of such provision of this Agreement shall not thereby fail, but that the scope of such provision shall be curtailed only to the extent necessary to conform to Law.

18. Changes and Additional Work. Provided CUSTOMER gives Eocene Environmental Group reasonable advance notice, after receipt of a Work

Order, CUSTOMER may request Eocene Environmental Group to undertake additional work with respect to such Work Order. In such event, CUSTOMER and Eocene Environmental Group shall execute an addendum to the Work Order specifying such additional work and the compensation to be paid to Eocene Environmental Group for such additional work.

19. Subcontractors. Eocene Environmental Group shall not subcontract any of the Services to be provided hereunder to any Person without the prior written consent of CUSTOMER.

20. Notices. Any notice provided pursuant to this Agreement shall be in writing to the Parties at the addresses set forth below and shall be deemed given (i) if by hand delivery, upon receipt thereof, (ii) three (3) days after deposit in the United States mails, postage prepaid, certified mail, return receipt requested or (iii) one (1) day after deposit with a nationally-recognized overnight courier, specifying overnight priority delivery. Either Party may change its address for purposes of this Agreement at any time by giving written notice of such change to the other Party.

21. Assignment. Neither Party will assign this Agreement without the prior written consent of the other Party. Any assignment in breach of this Section shall be void. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties hereto. Notwithstanding the foregoing, Eocene Environmental Group may assign, voluntarily or by operation of law, any of its rights or obligations under this Agreement without the prior written consent of CUSTOMER as part of a merger of, acquisition by, or other business combination involving Eocene Environmental Group.

22. Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties and shall not confer any rights upon any Person not a Party to this Agreement.

23. Headings. The section headings in this Agreement are solely for convenience and shall not be considered in its interpretation. The recitals set forth on the first page of this Agreement are incorporated into the body of this Agreement. The Schedules, Exhibits and Appendices referred to throughout this Agreement and any Work Order prepared in conformance with this Agreement are incorporated into this Agreement.

24. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

25. Waiver. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall not affect in any way the full right to require such performance at any subsequent time; nor shall the waiver by either Party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

26. Force Majeure. If performance by either Party of any Service or obligation under this Agreement is prevented, restricted, delayed or interfered with by reason of labor disputes, strikes, riots or similar civil disturbances, acts of God, floods, tsunami, land slide, epidemic, quarantine, named storms, lightning, severe weather, other unforeseeable natural disasters, shortages of materials, rationing, utility or communications failures, earthquakes, sabotage, war, revolution, civil commotion, acts of public enemies (including acts or threats of terrorism), blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any Governmental Authority or representative of any such government, or any other act whether similar or dissimilar to those referred to in this section (each a "Force Majeure Event"), which are beyond the reasonable control of such Party (the "Affected Party"), then the Affected Party shall be excused from such performance for so long as such prevention, restriction, delay or interference exists and prevents such performance by the Affected Party, provided that:

a. Affected Party gives the other Party notice of such Force Majeure Event no more than two (2) days after the Affected Party becomes aware or should have become aware of the impact of such event and resumes performance as such Force Majeure Event abates;

b. within five (5) days after giving the notice described in subsection (a) above, Affected Party gives the other Party its best estimate of the Force Majeure Event's expected duration and probable impact on the performance of the Affected Party's obligations hereunder;

c. Affected Party has taken all reasonable precautions and measures in order to prevent or avoid such event or mitigate the effect of such Force Majeure Event on the Affected Party's ability to perform its obligations under this Agreement and which by the

exercise of due diligence the Affected Party could not reasonably have been expected to avoid or overcome;

d. such Force Majeure Event is not the direct or indirect result of the negligence or the failure of, or caused by, the Affected Party; and

e. the Affected Party shall exercise all commercially reasonable efforts to mitigate or limit damages caused by the Force Majeure Event to the other Party.

27. Survival. Any terms of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement shall so survive.

28. Complete Agreement. This Agreement and each Work Order, Schedule, Exhibit and Appendix contain the entire agreement between the Parties with respect to the matters covered herein and such Work Order. No other agreements, representations, warranties, or other matters, oral or written, purportedly agreed to or represented by or on behalf of Eocene Environmental Group or CUSTOMER by any of their employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the Parties with respect to the subject matter hereof. Eocene Environmental Group and CUSTOMER acknowledge that they are entering into this Agreement solely on the basis of the representations, covenants and agreements contained in this Agreement and any applicable Work Order.

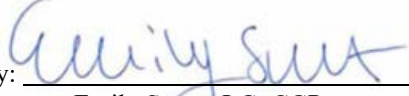
[Remainder of page intentionally left blank. Signature page to follow.]

In the event of a conflict in language between these General Conditions and the City of Dubuque Terms and Conditions (Exhibit A), the provisions of the City of Dubuque Terms and Conditions shall prevail.

IN WITNESS WHEREOF, the Parties to this Agreement have caused it to be executed by their authorized officers as of the Effective Date.

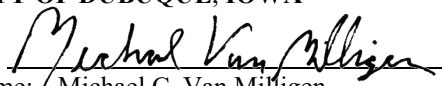
Address:
5930 Grand Ave.
West Des Moines, IA 50266

EOCENE ENVIRONMENTAL GROUP, INC.

By: 
Name: Emily Smart, LG, CGP
Title: Project Manager II – Environmental
Date: 10/14/2025

Address:
50 West 13th Street
Dubuque, Iowa 52001

CITY OF DUBUQUE, IOWA

By: 
Name: Michael C. Van Milligen
Title: City Manager
Date: 10/16/2025

[Signature Page to Master Service Agreement EOCED0002603]

APPENDIX I

Definitions and Rules of Interpretation

1. Definitions. Terms set forth below shall have the following meanings:

“Confidential Information” shall mean any and all of the items described in (i) and (ii) below that has been or may hereafter be disclosed to one Party (the “Recipient”) by the other Party (the “Disclosing Party”) or by the directors, officers, employees, agents, consultants, advisors or other representatives, including legal counsel, accountants and financial advisors (“Representatives”) of Disclosing Party:

(i) trade secrets concerning the business and affairs of Disclosing Party, production facilities, products, product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, unregistered intellectual property (including unregistered copyrighted materials), past, current, and planned research and development, customer lists, current and anticipated customer requirements, employees, employee wage scale, employee benefits, price lists, market studies, business plans, computer software and programs (including object code and source code), computer software and database technologies, systems, structures and architectures (and related processes, formulae, composition, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods and information), and any other information, however documented, that is a trade secret; and,

(ii) information concerning the business and affairs of Disclosing Party, including historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, personnel training techniques and materials, however documented or otherwise obtained from discussions with or oral disclosure by the Disclosing Party’s Representatives, and also includes all notes, analyses, compilations, studies, summaries and other material prepared by Recipient or Recipient’s Representatives containing or based, in whole or in part, upon any information included in the foregoing.

Confidential Information shall not include any information which Recipient can conclusively establish: (a) became known to Recipient prior to the Disclosing Party’s disclosure of such information to Recipient; (b) became known to Recipient from a source other than the Disclosing Party without a

breach of an obligation of confidentiality owed to the Disclosing Party; (c) was independently developed by Recipient without any access to Disclosing Party’s Confidential Information; (d) becomes part of the public domain by publication or otherwise through no unauthorized act or omission on the part of the Recipient; or (e) was released from the obligations and protections of this Agreement in writing by the Disclosing Party. Specific information shall not be deemed to be excepted under the foregoing provision merely because it is embraced by more general information available to the public or in Recipient’s prior possession or expressed in public literature in general terms not specifically in accordance with the Confidential Information.

“Governmental Authority” means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, service, district, or other instrumentality of any governmental entity.

“Law” means any domestic or foreign laws, statutes, ordinances, rules, regulations, codes or executive orders executed, issued, adopted, promulgated or applied by any Governmental Authority.

“Party” means either of Eocene Environmental Group or CUSTOMER, as the context may require.

“Parties” means Eocene Environmental Group and CUSTOMER.

“Person” means any natural person, corporation, firm, joint venture, partnership, limited liability company, association, enterprise, trust, or other entity or organization, or any government, political subdivision, or Governmental Authority.

“Term” means the period that commences on the Effective Date and ends on 4/30/2026.

2. Rules of Interpretation. The following rules of interpretation shall apply to this Agreement:

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa.

(b) Section, Exhibit, Schedule and Appendix references are to this Agreement unless otherwise specified.

(c) The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The term “including” is not limiting, and means “including, without limitation”.

(d) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding”, and the word “through” means “to and including”.

(e) Unless otherwise expressly provided herein, (A) references to agreements (including this Agreement) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, supplements and other modifications thereto, but only to the extent such amendments, restatements, supplements and other modifications are not prohibited by the terms of this Agreement, and (B) references to any statute or regulation shall be construed as including all statutory and regulatory provisions amending, replacing, supplementing or interpreting such statute or regulation.

**SCHEDULE A
Work Order**

Master Service Agreement Number:
EOCED0002603 Work Order Number: 7

This Work Order ("WO") adopts and incorporates by reference the terms and conditions of the Master Service Agreement ("Agreement"), which was entered into on May 13, 2025, by and between Eocene Environmental, Inc., an Iowa corporation, with its principal place of business located at 5930 Grand Avenue, West Des Moines, IA 50266 ("Eocene Environmental Group") and the City of Dubuque, Iowa, a municipality, with its principal place of business located at 50 West 13th Street, Dubuque, IA 52001, ("Customer"). This WO is effective beginning on the start date provided below ("Start Date"). Eocene Environmental Group and Customer shall continue to be bound by all applicable terms and conditions set forth in the Agreement. Capitalized terms used but not defined in this WO shall have the meanings set out in the Agreement. This WO authorizes Eocene Environmental Group to proceed with the specified project listed below. Any project changes related to the completion date, scope of work or compensation shall be approved by a separate addendum. Reference Attachment 1 for additional project information including assigned circuits, work requests and/or trees if applicable.

Project Name: Blum Assessment Report Eocene Environmental Group Project Manager: Emily Smart

Project Number: Work Order 7 Project Total: 5,500.00

Start Date: 10/14/2024

Est. End Date: 4/30/2026

Job Location: Dubuque, Iowa

Site Assessment Report will include Boring Location and Soil Contamination Delineation Maps, deviations from the EPA-Approved SSQAPP (see Exhibit B, now described as Parcel Identification Numbers 10-24-283-004 and 10-24-283-003), analytical laboratory data, and recommendations.

WORK SCHEDULE AND DELIVERABLES:

The relevant milestones, completion dates and terms associated with this SOW are as follows:

Line Item	Task	Completion Date
1	Eocene will assemble a Site Assessment Report based on records and data	10/31/2025
	originating from work completed by Blackstone Environmental, Inc. in	
	November 2022.	

The relevant incidental items associated with this SOW are as follows:

Line Item	Quantity	[Services] [or other] [Deliverable]	Delivery Date	Delivery Location
2	2	Eocene will attend up to 2 - one hour virtual	n/a	n/a
		meetings to discuss report findings with		
		project stakeholders.		

Fees:

All costs listed below are based on the scope and assumptions included in this WO.

Item	Price [per unit]/[OTHER]	[Cost Structure]
1	\$5,000.00	Time and Materials Not to Exceed
2	\$250.00	Time and Materials Not to Exceed

Total:	\$5,500.00 Time and Materials Not to Exceed	

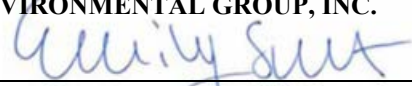
Payment Schedule: Pursuant to the terms provided in the Agreement.

Additional Instructions: n/a

IN WITNESS WHEREOF, the Parties, by signature of their authorized representatives, hereby agree to the terms of this WO.

EOCENE ENVIRONMENTAL GROUP, INC.

Signature:


Emily Smart, LG, CGP

Name:

Project Manager II

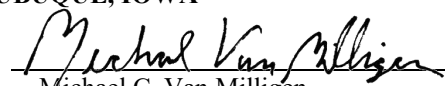
Title:

10/14/2025

Date:

CITY OF DUBUQUE, IOWA

Signature:


_Michael C. Van Milligen

Name:

City Manager_

Title:

Date: - 10/22/2025

EXHIBIT A

City of Dubuque Terms and Conditions

The following clauses shall be included in the final signed contract:

1. CONSULTANT'S ENDORSEMENT ON PLANS.

If required by the Iowa Code, **Eocene** shall endorse the completed computations prepared under this Agreement and shall affix thereto the seal of a licensed professional engineer, or licensed professional architect, licensed to practice in the State of Iowa.

2. CHANGE IN SCOPE OF SERVICES.

No change in scope shall be permitted during this project without the prior written agreement of both parties and the WBS being updated.

3. EXTRA WORK.

Eocene shall monitor the approved project budget in relation to the specific tasks included in the approved scope of work and evaluate the work effort expended as it relates to the approved budget. Should additional work be required for a task beyond the currently authorized scope and budget, **Eocene** shall submit in writing a request for additional compensation which will be considered by the **Client**. If approved by the **Client**, **Eocene** shall not commence work on the extra work until the **Client** has provided written approval of the request for additional compensation.

4. SUBSTITUTION OF PROJECT TEAM MEMBERS.

The Project Manager, partners, management, other supervisory staff and technical specialists proposed for the project may be changed if those personnel leave **Eocene**. These personnel may also be changed for other reasons however, in either case, the **Client** retains the right to approve or reject the replacements and no replacements shall begin working on the project without the express, prior written permission of the Client of Dubuque.

5. INSURANCE.

Eocene shall at all times during the performance of this Agreement provide insurance as required by the attached Insurance Schedule J.

6. INDEMNIFICATION.

To the fullest extent permitted by law, **Eocene** shall indemnify and hold harmless the **Client** its officers, and employees from and against all judicially established claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property including loss of use resulting therefrom, but only to the extent caused by negligent acts or omissions of **Eocene**, **Eocene's** subcontractor, or anyone directly or indirectly employed by **Eocene** or **Eocene** subcontractor or anyone for whose acts **Eocene** or **Eocene's** subcontractor may be liable.

7. TERMINATION.

Client may terminate this agreement, with or without cause, upon providing 14 days written notice to

Eocene.

8. ERRORS & OMISSIONS.

In the event that the work product prepared by **Eocene** is found to be in error and revision or reworking the work product is necessary, **Eocene** agrees that it shall do such revisions without expense to the **Client**, even though final payment may have been received. **Eocene** must give immediate attention to these changes so there will be a minimum of delay during Implementation. The above and foregoing is not to be constructed as a limitation of the **Client's** right to seek recovery of damages for negligence on the part of **Eocene** herein.

9. OWNERSHIP OF ENGINEERING DOCUMENTS.

All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the **Client** and shall be delivered to the Project Manager upon completion of the plans or termination of the services of **Eocene**. There shall be no restriction or limitations on their future use by the **Client**, except any use on extensions of the project or on any other project without written verification or adaptation by **Eocene** for the specific purpose intended will be the **Client's** sole risk and without liability or legal exposure to **Eocene**.

The **Client** acknowledges **Eocene's** plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the **Client** upon completion of the services and payment in full of all moneys due to **Eocene**.

The **Client** and **Eocene** agree that any electronic files prepared by either party shall conform to the specifications as mutually agreed to by the parties. Any change to these specifications by either the **Client** or **Eocene** is subject to review and acceptance by the other party. Additional efforts by **Eocene** made necessary by a change to the software specifications shall be compensated for as Additional Services.

The **Client** is aware that significant differences may exist between the electronic files delivered and the respective Implementation documents due to addenda, change orders or other revisions. In the event of a conflict between the signed Implementation documents prepared **Eocene** and electronic files, the signed Implementation documents shall govern.

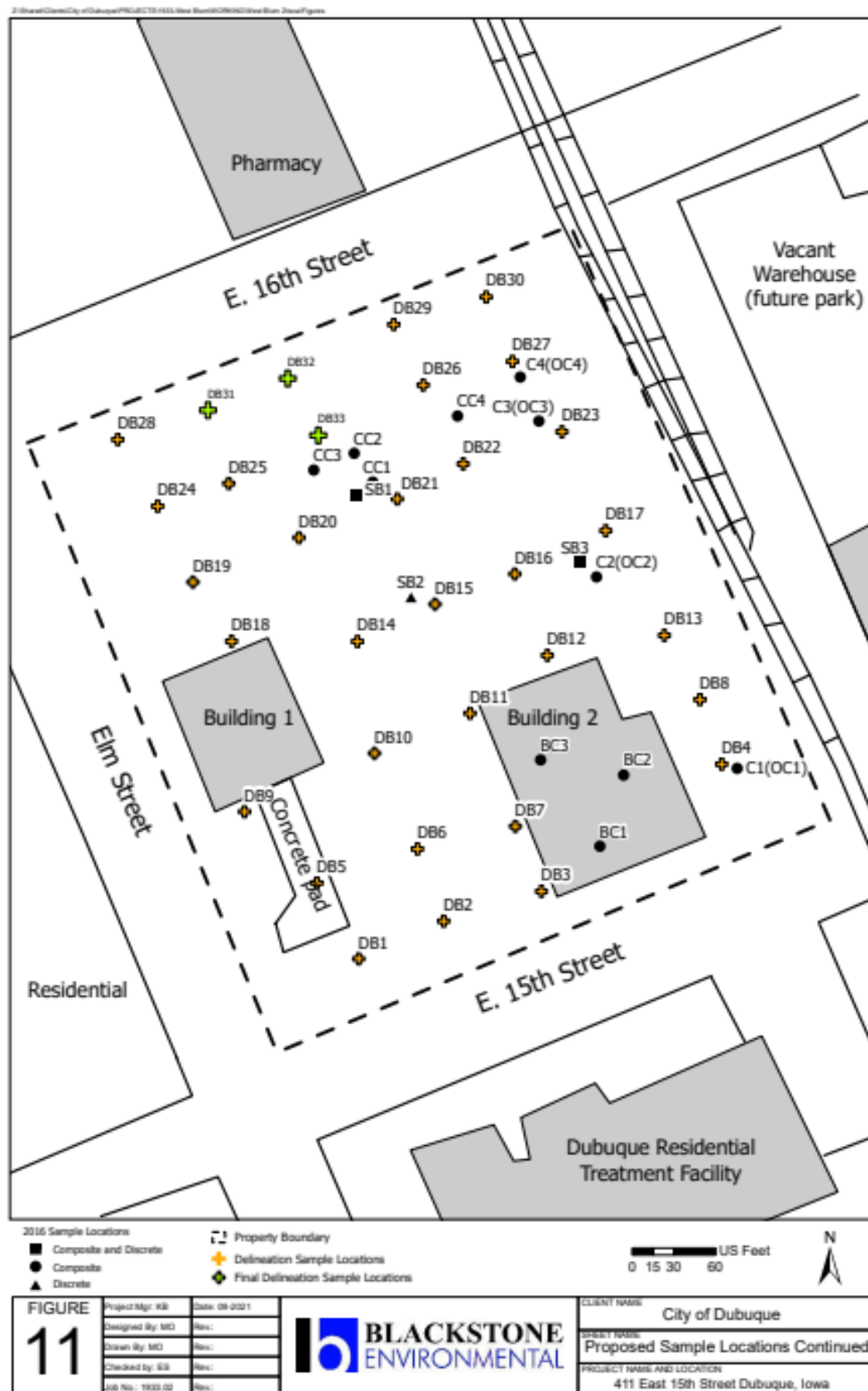
The **Client** may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.

10. SUBLETTING, ASSIGNMENT OR TRANSFER.

Subletting, assignment, or transfer of all or part of the interest of **Eocene** in this Agreement is prohibited unless written consent is obtained from the Engineer and approved by the **Client**.

11. Venue. Exclusive venue for any action related to or arising out of this Agreement shall be the Iowa District Court for Dubuque county.

Figure 11 from EPA-Approved SSQAPP Showing both Planned and Prior Sampling Locations





City of Dubuque
Water _____ Department
1902 Hawthorne St
(address)
Dubuque, IA 52001
Phone # 563.589.4291

**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 Dave Hinz

(Vendor Name)

106 Cherokee Dr. Dubuque, IA 52003

(Vendor Address - City and State)

PROJECT TITLE: Lime Silo Piping Repair

(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:

Remove failed piping, install flanges on remaining piping, and replace removed section with supplied section with attached pillow box.

The work described above shall be completed at the following location(s):

1902 Hawthorne 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
12-31-2025 (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 \$ 13,390

CITY OF DUBUQUE, IOWA

VENDOR:

By: Michael C. Van Milligen 10/22/2025
Michael C. Van Milligen
City Manager Date

Dave Hinz Construction Inc.
Company Name
By: Dave Hinz 10/19/25
Signature Date
Dave Hinz
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: Lime Silo Piping Repair or Project Location at 1902 Hawthorne St 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 Water 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:

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

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

- 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)

APPROVED BY
City Manager Mike Van Milligen
Michael Van Milligen



ORDER DOCUMENT #1
RECURRING SOFTWARE AND SERVICES

This Order Document is effective as of December 1, 2021 (the "Effective Date"). This Order Document is an offer to make an offer and does not constitute a valid contract between the Parties until countersigned by MRI. Any pricing terms in this Order Document are valid for thirty (30) days following issuance of this Order Document. The terms and conditions found at www.mrisoftware.com/termsandconditions ("MRI Terms and Conditions"), are incorporated by reference and made a part of this Order Document as fully as if set forth herein. The MRI Terms and Conditions may be amended from time to time by MRI. Capitalized terms that are not otherwise defined in this Order Document shall have the meanings set forth in the MRI Terms and Conditions. If Client is utilizing a SaaS Service, this Order Document, the Master Agreement, the SaaS Services Schedule, the Professional Services Schedule and any exhibits and attachments thereto all contained in the MRI Terms and Conditions shall specifically govern the relationship between MRI and Client. If Client is utilizing MRI's subscription on-premise license, this Order Document, the Master Agreement, the Limited Software License and Maintenance and Support Schedule, the Professional Services Schedule and any exhibits and attachments thereto all contained in the MRI Terms and Conditions shall specifically govern the relationship between MRI and Client. In the event of a conflict between an Order Document and the Master Agreement, the Master Agreement shall prevail, provided, however, that such standard variable terms such as price, quantity, term length and License Metrics, tax exempt status, payment terms and the like shall be as specified on each Order Document. If the Order Document contains language that specifically overrides an enumerated section of the Master Agreement, such specific language in the Order Document shall prevail against the enumerated language in the Master Agreement.

By signing this Order Document, Client verifies that it has read the MRI Terms and Conditions, and acknowledges its agreement to be bound by them.

City of Dubuque Housing & Community Development
Department ("Client")
50 W 13th St.
Dubuque, Iowa 52001

MRI Software LLC ("MRI")
28925 Fountain Parkway
Solon, OH 44139

Signature: *Alexis Steger* 12/2/2021
Print Name: Alexis Steger
Title: Housing & Community Development Director

Signature: *Roman Telerman* 12/2/2021
Print Name: Roman Telerman
Title: Chief Financial Officer



The Parties accept and agree to this Order Document, as follows:

CLIENT CONTACT INFORMATION			
Administrator: <u>Alexis Steger</u>		Technical Contact/Download Recipient: <u>Same as Billing</u>	
Address: <u>350 W 6th Street, Suite 312</u> <u>Dubuque, IA 52001</u>		Address: _____	
E-mail: <u>astege@cityofdubuque.org</u>	Voice: <u>563-690-6072</u>	E-mail: _____	Voice: _____
Fax: _____	Cell: _____	Fax: _____	Cell: _____
Billing Contact: <u>Gina Hodgson</u>			
Address: <u>350 W 6th Street, Suite 312</u> <u>Dubuque, IA 52001</u>			
E-mail: <u>ghodgson@cityofdubuque.org</u>	Voice: <u>563-589-4231</u>		
Fax: _____			

File: City of Dubuque Housing & Community Development
Department

MRI Confidential

Page 1 of 3

SAAS SERVICES			
Products	License Metric	Quantity	Territory
Happy			
1099s and Payment History	Units	Up to 973 Units	N. AMERICA
Custom Forms	Units	Up to 973 Units	N. AMERICA
Direct Deposit	Units	Up to 973 Units	N. AMERICA
FSS Pro	Units	Up to 973 Units	N. AMERICA
Inspections	Units	Up to 973 Units	N. AMERICA
Occupancy	Units	Up to 973 Units	N. AMERICA
Payments	Units	Up to 973 Units	N. AMERICA
Remote Screen Sharing	Units	Up to 973 Units	N. AMERICA
Report Writer	Units	Up to 973 Units	N. AMERICA
Waiting List	Units	Up to 973 Units	N. AMERICA
Waitlist Check	Units	Up to 973 Units	N. AMERICA
Database	Each	Up to 1 Production Database	N. AMERICA

FEES, PAYMENT AND TERM		
Initial Term (1)	Effective Date	Annual Recurring Fees (2)
Three (3) Years	December 1, 2021	\$32,750
(1) The Initial Term and any Renewal Term are non-cancelable, subject to termination rights as set forth in the Agreement. (2) The fees listed in this table include the recurring fees related to the products and services in the tables listed above. MRI may, at any time after the first twelve (12) months of the Effective Date listed above, and in its sole discretion, modify the Fees upon ninety (90) calendar day prior written notice to Client. Notwithstanding the foregoing, the Fees shall not increase in each subsequent twelve (12) month period by more than the five percent (5%). A twelve (12) month period commences on the anniversary of the Effective Date. For purposes of notice in this footnote, email or first-class mail will suffice. (3) Notwithstanding anything in the Agreement to the contrary, following the end of the Initial Term, the SaaS Services shall automatically renew for successive three (3) year periods at then-current pricing (each renewal a "Renewal Term") unless either Party gives written notice at least sixty (60) calendar days prior to the end of the Initial Term or any Renewal Term, as applicable, of its intention to not renew the SaaS Services. (4) During the Term of this Agreement and for three years thereafter MRI shall maintain Cyber/Technology Errors & Omissions coverage of at least \$5,000,000. MRI shall provide a Certificate of Insurance evidencing such coverage to Client upon request. (5) The second sentence of the first paragraph of Section 5 (Privacy) shall be amended to read: "Notwithstanding anything in this Agreement to the contrary, Client hereby grants to MRI a perpetual, non-cancelable, worldwide, non-exclusive right to utilize any data that arises from the use of the Products by Client whether disclosed on or prior to the Effective Date for any legitimate business purpose, including the right to sublicense such data to third parties, on an anonymous or aggregate basis only, subject to all legal restrictions regarding the use and disclosure of such information."		
Payment Terms: Fees are due in U.S. Dollars annually in advance. Initial payment must be received by MRI prior to the Effective Date and any Renewal Term; MRI has no obligation to provide Services until such payment is received. For any fees due from the Client when exceeding the License Metrics listed above, Client shall be billed monthly in arrears for such overage in accordance with the terms of this		

Order Document. In no event shall Client be invoiced for fewer than the License Metrics listed or less than the Annual Recurring Fees (annualized) plus increase as outlined in footnote 2.

LICENSE METRICS AND USE RIGHTS DEFINITIONS

Definitions: The following definitions shall apply to the interpretation of this Order Document. If a definition is listed here and not listed within the foregoing tables or in additional Order Documents executed between the Parties, then that definition shall be disregarded.

A “Unit” is a space rented or designed to be rented to a tenant for residential use and is characterized by a unique tenant, a unique mailing address, or a unique physical location. “Units” include without limitation Conventional Units, Affordable Units, AHR Units and DHCR Units.

Use Rights: The license to use the SaaS Service is priced based on Client’s License Metrics as of the Effective Date of this Order Document and allows Client to use the Software to manage up to the quantity set forth above. Additional licenses must be purchased by Client in the event the number of actual License Metrics exceeds such licensed quantity. If Client’s actual License Metrics exceed such licensed quantity, then MRI reserves the right to charge a premium fee for any additional License Metric used. Additional Contracts, if applicable, must be purchased in blocks of not less than ten percent (10%) of the Quantity listed above. The cost for these additional licenses will be at MRI’s then-current fees. There shall be no fees adjustments or refunds for any actual License Metrics decreases. Fees (other than monthly user access fees) are based on quantity purchased, not Usage.

Self-Certification: Without prejudice to MRI’s audit rights pursuant to the Agreement, Client will, by December 1st of each year, document and certify that use of the SaaS Services is in full conformity with the use rights granted hereunder. The Self-Certification Document can be found in the MRI Terms and Conditions.

MAINTENANCE AND TECHNICAL SUPPORT

Maintenance and Support Level: Standard Maintenance and Support is included in the Fees. In the event that Client has purchased enhanced support services, such enhanced will be indicated in the Enhanced Support Services table above and the product line for which it was purchased. If no such indication is made, then Client has not purchased enhanced support services.

Designated Support Contacts:

Maintenance and Support may only be requested by the two (2) Designated Support Contacts named below who must have successfully completed MRI’s standard training course prior to (i) logging case requests; or (ii) receiving status updates on cases. Client may change these Designated Support Contacts from time to time, to other Client employees, by promptly delivering in writing to MRI the names and contact information of the new Designated Support Contacts (email is sufficient). The SaaS Services fees are related to the number of contacts; access to support by any additional contacts will be subject to additional fees.

One (1) Designated Support Contact must be the Administrator listed above in this Order Document.

The initial Designated Support Contacts of Client are:

Name:	Gina Hodgson	Name:	Hollie Ohnesorge
Title:	Assisted Housing Supervisor	Title:	Case Manager
Phone:	563-690-6096	Phone:	563-690-6106
Address:	350 W 6th Street, Suite 312, Dubuque, IA 52001	Address:	350 W 6th Street, Suite 312, Dubuque, IA 52001
Email:	ghodgson@ctiyofdubuque.org	Email:	hohneso@cityofdubuque.org

Statement of Work – Work Authorization



ORDER DOCUMENT AND STATEMENT OF WORK #729698

This Order Document and Statement of Work incorporates by reference and is governed by the terms and conditions of the Master Agreement (“Agreement”) with an effective date of December 1, 2021 and the Schedule for Professional Services of same date between **HAPPY Software, an MRI Software Company** (“MRI”) and **City of Dubuque Housing & Community Development** (“Client”) and is effective as of **December 1, 2021** (“Effective Date”).

Client Name: **City of Dubuque Housing & Community Development**
Date: November 3, 2021

PROJECT SCOPE AND SUMMARY

Client is engaging MRI Software (“MRI”) to deliver services associated with the following:

New Housing Pro System:

- Project Management
 - Progress calls throughout project
 - Review of Test and Final Conversions
 - Create a letterhead scan to print on documents printed from Housing Pro
- Data Conversion – 50058
 - 50058’s from PIC submission files converted to create basic records in Housing Pro
- Data Conversion – Supplemental Data
 - Supplemental Data Conversion document (attached) outlines all fields required or accepted
 - To include any of the following information in .csv format:
 - Waiting list, Tenant and Owner supplemental data, 1099’s year to date
 - Supplemental Data will be provided from Client’s Emphasys software
- Cloud Configuration
 - Create and setup new Cloud server
 - Create Workspaces for each user
 - Complete initial configuration on all Workspaces – 10 users
- Internet based Installation
 - Configuration and set up of Cloud Server
 - Assist with the installation of AWS Cloud environment on guest workstations
- Internet Initial Training
 - Internet training for all staff
 - All modules to be trained: Waiting List, Occupancy, iFile, Payments, 1099’s, Direct Deposit, Inspections, FSS Pro, iDIA, Custom Forms, Report Writer, Management, Cloud
 - Web Services: WaitListCheck
- Internet Follow up Training
 - More in-depth look at modules covered in Initial Training
 - Assistance with running processes for the first time in Housing Pro

Out of Scope

- This SOW does not include hardware.
- MRI will not provide installation of client user workstations. IT Assistance may be necessary to complete.
- Data Entry of Case Files is not included in the scope of this project.



Statement of Work – Work Authorization



PROJECT PRE-REQUISITES

1. Before MRI is able to secure/book any MRI resources, provide any targeted start and end dates for project the following must be in place.
 - 1.1. The Master Agreement has been signed by both MRI and the Client, if applicable.
 - 1.2. Statement of Work has been signed by the Client and returned to MRI.
2. 50058 data from PIC submission files will be provided by the Client for at least the past 18 months.
3. Any supplemental data needs to be provided in .csv file format for review. Supplemental data will be reviewed to accuracy and usability in the conversion process. Not all supplemental data is confirmed to be used in conversion.
4. During the Project specified dates for Test and/or Final Conversion need to be met by the Client to ensure ample time to complete Conversion process. If dates are not met final Go Live date may need to be moved.

PROJECT SERVICE DELIVERABLES

1. MRI has endeavored to provide the most accurate estimates for each deliverable and activity based on the scope and budgetary information provided by the Client. All estimates at this stage in the project are subject to change.
2. The project timescales for this project and related deliverables must be formally communicated and agreed upon by MRI and the Client.
3. MRI maintains a backlog of project work; therefore the start date for this project will be subject to MRI availability at the time this Statement of Work is executed. Should you have any questions regarding expected backlog for this project, please contact MRI at gpsrequests@mrisoftware.com.

PROJECT ASSUMPTIONS

1. Client is responsible for providing all necessary documentation for MRI to complete the Scope.
2. Software, Training and Documentation will be provided in English only.
3. Follow Up Training or Post Go Live Assistance is only valid for up to 90 days after Go Live. If time is not used it will be surrendered.
4. Client has access to PIC site to download 50058 submissions to provide to MRI for conversion.

CHANGE CONTROL PROCEDURES

1. Changes to this Statement of Work ("SOW") may be requested at any time, by either party. As any proposed changes to the original scope of work might affect the price, schedule changes that incur additional fees or alter the terms of the original SOW must be approved by either party's Project Manager(s) or project representative(s) "prior" to amending the SOW and implementing the change.
2. This procedure will be used by the Parties to control changes to the SOW and changes to any previously approved services or deliverables.
3. The requesting party will create a Project Change Request ("PCR") which will serve as the vehicle for communicating the change. The PCR shall describe the change, the justification for the change, additional fees, and the impact such changes will have on the SOW.
4. The requesting party's designated Project Manager or project representative will review the proposed change and determine whether to submit the request to the other party.
5. The Parties will review the proposed PCR and will either approve, investigate it further or reject the PCR. The PCR will not be binding until signed by both parties.

Statement of Work – Work Authorization



GENERAL ASSUMPTIONS

1. Once the Statement of Work is executed, the assigned MRI Consultant(s) will be scheduled with project personnel at a mutually agreeable timetable.
2. Efforts around change management, business process reengineering, or project management of Client resources is considered out of scope.
3. Mutually agreed changes to specifications, whether before, during or after MRI's performance will be handled by processing a Project Change Request.
4. Any changes of the current scope of work of Technical Services or Custom Programming should be reported within 30 days of delivery of these files. Review of functionality and logic will be reviewed at that time and MRI will determine if a Project Change Request is necessary or not. Changes may come at an additional cost.
5. MRI reserves the right to charge Client a cancellation fee in accordance with the Agreement, if applicable.
6. Client shall make reasonable business efforts to deliver a stable network and computing environment prior to any services engagement.
7. Client and MRI will work together to resolve all issues related to the project in a timely fashion.
8. Client and MRI will communicate any changes in schedule, availability of project personnel, hardware, software, resources or facilities related to the project within a reasonable timeframe in advance of scheduled engagements.
9. Client will manage the availability of appropriate personnel for knowledge transfer as well as decision-making and escalation of decisions.
10. The project team may adjust the master project plan based on real world findings and the Client's ability to secure required resources.
11. Location of work will be remote only.

PRICING ASSUMPTIONS

The professional services fee estimates are for MRI resources (or affiliates). Client understands that professional services fees are due as incurred and are billed on a monthly basis at month end. Client agrees to pay invoices in accordance with invoice terms. Failure to pay invoices will be handled in accordance with MRI collections policy.

1. MRI fees for the scope of Services described in this Statement of Work will be billed to the Client on a time and materials basis for hourly services and at a fixed fee basis for all other services per the Pricing Schedule below.
2. Project Change Requests (aka Change Orders) executed against this contract will be contracted at MRI standard rates.
3. Future work for MRI services not associated with this Statement of Work will be contracted at standard rates.
4. The cost estimates are for MRI personnel or affiliates and will be billed on a monthly basis.
5. Identified SCHEDULES may be modified at the request and/or acceptance of Client. Changes in SCOPE will require PCR (see above).
6. Client is responsible for payment of any applicable taxes. MRI will invoice Client for any applicable taxes in connection with performance of the Statement of Work in accordance with the Agreement. Any tax amounts are over and above the fees and expenses noted in the Statement of Work and any amounts prepaid hereunder for such fees and expenses will not be applied to taxes due.
7. Pricing schedule is subject to change if Statement of Work is not signed within 30 days of creation date at which time this Statement of Work will expire.

Statement of Work – Work Authorization



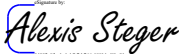
PRICING SCHEDULE

MRI DELIVERABLE	RATE	QUANTITY	UNIT	EST. SERVICE FEES
Project Management	\$175	36 hours	Fixed fee	\$6,300
Data Conversion	\$1,250	5	Days	\$6,250
Cloud Configuration	\$175	6 hours	Fixed fee	\$1,050
Internet based Installation	\$175	5 hours	Fixed fee	\$875
Internet Based Initial Training	\$175	17.5 hours	Fixed fee	\$3,062.50
Internet Based Follow up Training	\$175	9.5 hours	Fixed fee	\$1,662.50
MRI Services Total				\$19,200

AGREEMENT TO COMMENCE WORK:

With my signature below and on behalf of Client, Client hereby, (i) acknowledges that this entire Statement of Work (all pages) accurately documents the terms of the work agreed upon by Client and MRI; (ii) approves this Statement of Work as issued; (iii) gives approval for commencement of work as specified herein; and (iv) acknowledges that these terms are subject to change in accordance with any modification to the scope of work.

City of Dubuque Housing & Community Development

* Signature: 

* Name: Alexis Steger

* Date: 12/2/2021

* Indicates required field

Certificate of Completion

Document Information

Document Number: 2fca9085-1088-478e-a8fd-c6ec9a6b4b5f

Document Name: City of Dubuque Housing & Community Development Department - Order Doc 1 and SOW (NN HAPPY)(11.29.2021kg) executable

Date Created: 11/29/2021 4:37:32 PM EDT

Date Modified: 12/2/2021 2:41:29 PM EDT

Document Owner: Ron Faber

Signatures: 3

Signatures/Initials

Alexis Steger

Signed: 12/2/2021 1:51:37 PM EDT

IP Address: 208.87.237.201

Email Address: Asteger@cityofdubuque.org

Alexis Steger

Signed: 12/2/2021 1:51:37 PM EDT

IP Address: 208.87.237.201

Email Address: Asteger@cityofdubuque.org

Roman Telerman

Signed: 12/2/2021 2:41:29 PM EDT

IP Address: 38.68.81.4

Email Address: mrisignatory@mrisoftware.com

MRI Secure Sign Signature by:

Alexis Steger

6ac2a766-2af9-446d-827b-4d0a041ef388

MRI Secure Sign Signature by:

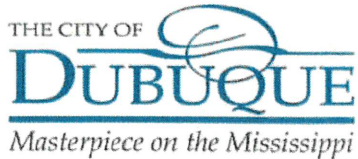
Alexis Steger

04002a85-a1a4-4db7-b766-48811cd1bc91

MRI Secure Sign Signature by:

Roman Telerman

19d9d52f-760a-4b39-9b15-5803c0152d1b



City of Dubuque
Parks & Recreation Department
Steve Fehsal, Parks Manager
2200 Bunker Hill
Dubuque, IA 52001 Phone
_563-589-4260

**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

Environmental Management Services of Iowa, Inc. [EMSI]

5170 Wolff Rd. #2, Dubuque, IA 52002-2206, emsi.asbestoservices@aol.com 563-583-0808

(Vendor Address - City and State)

PROJECT TITLE: Asbestos Inspection - Eagle Point Park (Veranda, Bridge and Indian rooms)

(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:

*See attached EMSI proposal and quotation, dated 9/8/2025

The work described above shall be completed at the following location(s):

Eagle Point Park at Bridge Complex, Veranda Rooms, and Indian Room

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
December 1, 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 \$ 1,800.00 (eighteen hundred dollars)

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 10/28/25
Michael C. Van Milligen Date
City Manager

VENDOR:

Environmental Management Services of Iowa, Inc. (EMSI)
Company Name
By: Kim Koeller 10/20/2025
Signature Date
Kim Koeller
Printed Name
President, EMSI
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)

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

- 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)

PROPOSAL**ENVIRONMENTAL MANAGEMENT SERVICES OF IOWA, INC.**

5170 WOLFF ROAD, #2

DUBUQUE, IOWA 52002-2563

PHONE: (563) 583-0808

FAX: (563) 583-2206

Email: emsi.asbestoservices@aol.com

PROPOSAL TO: City of Dubuque Attn: Chris Happ Olson	PHONE: (563) 589-4387 colson@cityofdubuque.org	DATE: September 8, 2025
STREET: 50 West 13 th Street	PROJECT: Asbestos Inspections -	
CITY, STATE, ZIP: Dubuque, IA 52001	Eagle Point Park: Veranda Room, Bridge Complex, & Indian Room, 2601 Shiras Avenue, Dubuque, IA 52001	

QUOTATION:

Environmental Management Services of Iowa (EMSI) will conduct an asbestos inspection of the Verana Room, Bridge Complex, and Indian Room located at Eagle Point Park.

Upon completion of the inspections, EMSI will provide reports listing the locations, descriptions, and amounts of asbestos materials identified. The report will also include all sample results.

Price Complete \$600.00 for each structure

Payment to be made as follows: Net 10 days/1.5% 30 days Past Due

Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Iowa, Illinois, and Wisconsin Licensed

Authorized Signature:



Kim Koeller, President

NOTE: This proposal may be withdrawn if not accepted within 30 days.**Acceptance of Proposal**

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.

Signature: _____

Date Accepted: _____

Signature: _____



Thank you for the opportunity to provide a quote. If the quote is accepted, please return a signed and dated copy.

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement"), dated for reference purposes September 19, 2025, is made and entered into by and between the City of Dubuque, Iowa, a municipal Iowa corporation having its principal place of business at 50 W 13th Street, Dubuque, IA 52001 (the "City"), and Jonathan R. Brown, an individual having their principal place of business at 790 Caledonia Place, Dubuque, IA 52001 (the "Contractor").

WHEREAS, the City is a municipal corporation charged with the provision of essential and general corporate purposes as outlined in Iowa Code § 384.24; and

WHEREAS, the Contractor is in the business of providing consulting services, and has the requisite skills and experience to perform such services; and

WHEREAS, the City desires to enter into an independent contractor relationship with Contractor, and Contractor desires to render services described below for the City on an independent contractor basis, pursuant to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, City and Contractor (collectively, the "Parties") hereby agree as follows:

SECTION 1. AGREEMENT FOR SERVICES. Subject to the terms and conditions of this Agreement, City hereby retains Contractor to provide consulting services at the City's Water and Resource Recovery Center ("WRRC") regarding the City's:

- a. Water and wastewater laboratory analysis and operation;
- b. Industrial Pretreatment Program;
- c. IDNR and USEPA permitting and operational requirements;
- d. NPDES Permitting;
- e. 503 Biosolids Rule;
- f. Industrial pretreatment;
- g. Risk Management Program;
- h. Laboratory QAQC programs and procedures; and
- i. Provide periodic reports and serve as a resource to the WRRC Director, WRRC Plant Manager, and WRRC Staff, whether in writing or verbal, (collectively, the "Services"),

and Contractor hereby accepts such engagement. City has entered into this Agreement with Contractor because of Contractor's unique skills; therefore, all Services must be personally provided by Contractor.

SECTION 2. TERM. This engagement shall commence as of the date on which the City receives a fully executed copy of this Agreement (the "Effective Date") and continue in full force and effect through June 30, 2026 (the "Term").

(A). TERMINATION BY CITY.

- 1) City may terminate this Agreement for a material breach of any provision of this Agreement by Contractor, if Contractor's material breach is not cured within ten (10) days after the date City provides written notice to Contractor of Contractor's breach. If City Contractor fails to timely cure any such material breach, then this Agreement shall terminate upon the expiration of the cure period. If Contractor's breach is not reasonably capable of being cured within ten (10) days, then this Agreement shall terminate immediately upon written notice to Contractor of the same.
- 2) City may terminate this Agreement for any reason, at any time, effective upon the providing of thirty (30) days' written notice to Contractor of termination.

(B). TERMINATION BY CONTRACTOR.

- 1) Contractor may terminate this Agreement immediately for a material breach of any provision of this Agreement by City, if City's material breach is not cured within ten (10) days after the date Contractor provides written notice to City of City's breach. If City fails to timely cure any such material breach, this Agreement shall terminate.
- 2) Contractor may terminate this Agreement, without cause and at any time, effective upon the providing of thirty (30) days written notice of termination to City or termination.

SECTION 3. COMPENSATION. As compensation for Contractor's Services, City and Contractor mutually agree Contractor shall be compensated at the rate of \$60.00 (sixty dollars) per hour, up to a total of 500 hours during the Term of this Agreement. In no event shall Contractor be compensated more than \$30,000.00 (thirty thousand dollars) for Contractor's Services hereunder.

SECTION 4. EXPENSES. In addition to the compensation for Contractor's Services, City agrees to reimburse Contractor for:

(A). TRAVEL OUTSIDE CITY LIMITS. The actual miles driven by Contractor for travel outside City limits that is directly tied to the Services, at the then-current IRS standard mileage rate for business use; and

(B). INSURANCE. Direct costs incurred by Contractor in meeting the insurance requirements contained herein, up to a total of \$1,500.00 (one thousand, five hundred dollars).

SECTION 5. INSURANCE. Contractor must provide City with evidence of liability insurance meeting the minimum requirements of Insurance Schedule J, a copy of which is attached hereto as Exhibit B.

SECTION 6. LEGAL COMPLIANCE. Contractor is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances which may apply to the performance of Contractor's Services under this Agreement, including but not limited to the those outlined in Exhibit A, and hereby represents and warrants that Contractor is in compliance with the same as of the Effective Date and further represents that throughout the duration of providing any Services, that Contractor will remain in compliance. Contractor further represents and warrants that Contractor has obtained all necessary business permits and licenses that may be required to carry out the Services, including any permits and licenses that might be required by the state or locality in which Contractor

performs the Services, and Contractor agrees to maintain, at Contractor's sole expense, such required permits and licenses for the duration of the term(s) of this Agreement.

SECTION 7. CONFLICTS OF INTEREST; CONFIDENTIALITY. Contractor represents that they are free to enter into this Agreement, that this engagement does not violate the terms of any agreement between Contractor and any third-party, and that Contractor has provided to the City all prior agreements, if any, regarding confidentiality, intellectual property assignment, covenants not to compete, and non-solicitation obligations which are, or could be, in effect as of the Effective Date.

SECTION 8. RIGHT TO INJUNCTION. The parties hereto acknowledge that the Services to be rendered by Contractor and their obligations hereunder including, without limitation, their obligations under Sections 6, 7, 9, 10, and 11, as well as the rights and privileges granted to City under this Agreement, are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by Contractor of any of the provisions of this Agreement will cause City irreparable injury and damage. Contractor expressly agrees that City shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that City may have for damages or otherwise; this includes, but is not limited to, all reasonable costs and attorneys' fees incurred by the City in enforcing the provisions of this Agreement. The various rights and remedies of the City under this Agreement or otherwise shall be construed to be cumulative, and none of them shall be exclusive of any other or of any right or remedy allowed by law.

SECTION 9. INDEPENDENT CONTRACTOR RELATIONSHIP.

(A). INDEPENDENT CONTRACTOR STATUS. This Agreement shall not render Contractor or any of Contractor's agents an employee, partner, agent of, or joint venturer with City for any purpose. Contractor is and will remain an independent contractor in their relationship to City. Contractor's agents, if any, are not and will not become City's contractors or employees. City shall not be responsible for withholding taxes with respect to Contractor's compensation hereunder. City shall report all payments made to Contractor on a calendar year basis using IRS Form 1099, if required by law. Contractor agrees to report all such payments to the appropriate federal, state, and local taxing authorities. City shall not and shall have no obligation to: (a) (i) withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's or Contractor's agents' behalf, (ii) make state or federal unemployment compensation contributions or payments on Contractor's or Contractor's agents' behalf, or (iii) withhold state or federal income tax from Contractor's payments (collectively referred to as the "Taxes"); or (b) obtain workers' compensation insurance or any other insurance coverage of any kind on behalf of Contractor or Contractor's agents (collectively, the "Insurances"). Neither Contractor nor Contractor's agents are eligible to participate in any health, vacation pay, sick pay, or other fringe benefit plan of City (collectively, the "Benefits"). If any governmental agency or court of proper jurisdiction determines that Contractor should be reclassified as an employee, Contractor hereby waives any right to City Benefits and acknowledges and understands that such reclassification shall not entitle Contractor to any Benefits offered to City's employees.

(B). METHOD OF PERFORMING SERVICES; RESULTS. In accordance with

City's objectives, Contractor will determine the method, details, and means of performing the Services. City shall have no right to control the manner or determine the method of performing Contractor's services. Contractor shall provide the Services for which Contractor is engaged to the reasonable satisfaction of City.

(C). WORKPLACE, HOURS, AND INSTRUMENTALITIES. Contractor may perform the services required by this Agreement at the location and times mutually agreed upon by Contractor and City. Except as otherwise stated herein, Contractor agrees to provide all tools and instrumentalities, if any, required to perform the services under this Agreement.

(D). LIMITATIONS ON AUTHORITY. Contractor shall have no right, power, or authority to bind City, its employees, officials, boards, or commissions to the fulfillment of any condition, contract, or obligation or to create any liability binding on the same.

(E). NONEXCLUSIVE SERVICES. Except as otherwise stated herein, Contractor may, during the term of this Agreement, render services on Contractor's own account or for any other person or entity as Contractor sees fit. The City also has the right to contract with others and/or hire one or more employees to perform the same or similar Services.

(F). REQUISITE SKILLS. Contractor specifically acknowledges and agrees that Contractor has the requisite knowledge, expertise, experience, professional licenses, and training to perform the Services, and that the City will not provide Contractor with any training concerning the manner or methods of performance of the Services, nor will it provide Contractor with any tools or equipment, except as stated herein, to complete the Services.

SECTION 10. TRADE SECRETS AND CONFIDENTIAL INFORMATION. During the Term of this Agreement, Contractor may have access to, and become familiar with, various trade secrets and confidential information belonging to City. Contractor acknowledges that such confidential information and trade secrets are owned and shall continue to be owned solely by City.

SECTION 11. DOCUMENTS. Under no circumstances shall Contractor remove from City's offices any of City's books, records, documents, or customer lists, or any copy of any such document, without City's prior written consent; nor shall Contractor make any copy of any such book, record, document, or customer list for use outside of City's offices, except as specifically authorized in writing by City.

SECTION 12. WAIVER OF RIGHTS. If, in one or more instances, either party fails to insist that the other party perform any of the terms of this Agreement, such failure shall not be construed as a waiver by such party of any other past, present, or future right granted under this Agreement, and the obligations of both parties under this Agreement shall continue in full force and effect.

SECTION 13. SURVIVAL. To the extent stated herein, the obligations contained in Sections 6, 7, 9, 10, 11, and 14 shall survive the termination of this Agreement. In addition, the termination of this Agreement shall not affect any of the rights or obligations of either party arising prior to or at the time of the termination of this Agreement, or which may arise by any event causing the termination of this Agreement.

SECTION 14. INDEMNIFICATION. Contractor shall protect, defend, indemnify, and hold harmless the City, including all its employees, volunteers, officials (whether appointed or elected), boards, and commissions, from any and all claims, demands, suits, damages, losses, expenses,

liabilities, or causes of action arising or resulting directly or indirectly from or in connection with: (a) Contractor's breach of this Agreement; (b) Contractor's or Contractor's agents' acts or omissions outside the scope of the Services; and (c) Contractor's or Contractor's agents' negligent acts or omissions in performing the Services. Contractor also agrees to indemnify, protect, and hold the City harmless from any and all tax liabilities and responsibilities for payment of all Taxes, workers' compensation premiums, and any retirement or pension contributions imposed or required under federal, state, and local laws, with respect to Contractor and/or Contractor's agents. Contractor's obligations hereunder shall include the City's cost of defense (i.e., reasonable legal fees and costs), as well as the payment of any final judgment rendered against the City. City shall protect, defend, indemnify, and hold harmless Contractor, including Contractor's agents and employees, from any claims, demands, suits, damages, losses, expenses, liabilities, or causes of action arising or resulting directly or indirectly from or in connection with City's or City's agents' negligent acts or omissions in performing its obligations under this Agreement.

SECTION 15. SUCCESSORS AND ASSIGNS; NO THIRD-PARTY BENEFICIARY RIGHTS. All the provisions of this Agreement shall be binding upon and inure only to the benefit of the parties hereto and their respective heirs, successors, and assigns. No provision of this Agreement shall in any way inure to the benefit of any third-party (including the public at large) so as to constitute any such person a third-party beneficiary of this Agreement or any provision hereof, or otherwise give rise to any cause of action for any person not a party hereto. The obligations of Contractor to perform the Services under this Agreement shall not be assigned, transferred, or delegated to any other person or entity, without the prior written consent of the City.

SECTION 16. CHOICE OF LAW AND FORUM. The construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to its conflicts of laws principles. The parties agree that any claim, controversy, or dispute hereunder, which cannot be resolved amicably between the parties, shall be resolved by a court of competent jurisdiction in Dubuque County, Iowa and the parties hereby irrevocably accept and consent to the jurisdiction of such court; provided, however, that City may bring any action seeking injunctive relief in any court of competent jurisdiction.

SECTION 17. SECTION HEADINGS; INTERPRETATION; AND GENDER. The headings of the sections herein are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement. References herein to "this Agreement" and the words "herein", "hereof", and words of similar import refer to this Agreement in its entirety. The pronouns it, its, and itself shall refer to as herein he, she, his, her, himself, and herself where appropriate.

SECTION 18. ASSIGNMENT. Contractor shall not assign any of its rights under this Agreement or delegate the performance of any of its duties hereunder without the prior written consent of City.

SECTION 19. NOTICES. All notices, demands, consents, approvals, or other communications (collectively, the "Notices") required or permitted in connection with this Agreement shall be in writing and shall be personally delivered, mailed by registered or certified mail (postage prepaid), or delivered by overnight courier service (service fee prepaid) to the address of each party above, or to such other addresses as may be designated by each party in writing from time to time in accordance with this Section. If such Notices are delivered personally or by overnight courier service, they shall be deemed made at the time of such delivery. If such Notices are given by mail, they shall be deemed

given five days after deposit thereof in the United States mail, addressed to the party to whom such Notices are to be given.

SECTION 20. MODIFICATION OR AMENDMENT. No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the parties hereto; provided, however, that the waiver by either party hereto of compliance with any provision hereof or of any breach or default by the other party need be signed by only the party waiving any such provision, breach, or default.

SECTION 21. ENTIRE UNDERSTANDING. This Agreement constitutes the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

SECTION 22. OPPORTUNITY FOR REVIEW WITH COUNSEL. By executing this Agreement, the parties represent, acknowledge, and agree that they fully understand their rights and obligations hereunder, have had ample opportunity to consult with counsel of their choice regarding the same, have carefully read and fully understand all provisions of this Agreement, and are knowingly and voluntarily entering into this Agreement.

SECTION 23. CONSTRUCTION OF AGREEMENT. The parties agree that this Agreement and its reduction to final written form are the result of good faith negotiations between the parties; that they have carefully reviewed and examined this Agreement before executing the same; and that any statute or rule of construction regarding resolution of any ambiguity against the drafting party shall not be employed in the interpretation, construction, or enforcement of this Agreement.

SECTION 24. EXECUTED COUNTERPARTS; FACSIMILES; ELECTRONIC IMAGES. This Agreement may be executed in any number of counterparts, and all counterparts shall be considered together as one agreement. The parties hereto agree that facsimile or electronically imaged signatures shall be as effective as if originals.

SECTION 25. SEVERABILITY. If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, or unenforceable, the rest of the Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, unless such enforcement will frustrate the purpose of this Agreement.

(Signature page follows . . .)

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates below.

CITY OF DUBUQUE

JONATHAN R. BROWN

Signed this 28 day of October, 2025

Michael Van Milligen

By: Michael C. Van Milligen,
City Manager

Adrienne Breittfelder

Witness (printed name)

Adrienne N. Breittfelder

Witness (signature)

Signed this 14 day of October, 2025

Jonathan R. Brown

By: Jonathan R. Brown

Jason Mouring

Witness (printed name)

Jon Mouring

Witness (signature)

EXHIBIT A

- 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.).

EXHIBIT B

Insurance Schedule J

(see following pages)

INSURANCE SCHEDULE J

1. _____ 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 subsubconsultant 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.

City of Dubuque Insurance Requirements for Professional Services

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

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

City of Dubuque Insurance Requirements for Professional Services

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 Noncontributory 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 claimsmade 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.

City of Dubuque Insurance Requirements for Professional 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.

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 Insurance Requirements for Professional Services

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)



Proposal

City of Dubuque - IT - Wireless Network Refresh version 2

Quote # 056981
Version 8

Prepared for:

City of Dubuque

Prepared by:

Brian Wessels

CEC Overview

Thank you for the opportunity to offer CEC services to City of Dubuque. We understand the importance of having access to the best technologies available to solve your business challenges. CEC partners with leading industry manufacturers to give you choices on *the right technology* solutions for your business. The expertise of our people, the high-quality products and services we deliver, and the experience that our customers have with each interaction is what makes our partnerships great.

Our Company | Over the years, CEC has evolved and advanced with technology and industry changes, transforming from a local radio shop to a nationally recognized systems integrator. With offices in the Midwest, our teams work with local and national customers to custom design, implement and service technology solutions.

We differentiate ourselves from competitors in the importance given to understanding each customer's unique needs, the partnership created through discovery and our ability to deliver a complete technology solution. Staying ahead of emerging technologies isn't about simply knowing which systems are best. At the core, it's about having *the right people* with the expertise to implement and support them - CEC does that like no other organization.

Our Mission | To create world class technology experiences that improve the lives of our people and partners.

New! Managed Systems Program | Managing the complex technology systems throughout your organization can be a costly distraction from you running your core business. CEC's Managed Systems Program (MSP) packages the latest technology into an affordable monthly usage payment. With CEC's MSP, customers get installation of the system with end user training for the life of the system. You'll never worry about downtime because CEC maintains the system throughout the term including, software upgrades, programming changes, repairs, and an annual PM check to assure the system is performing optimally. At the end of the term, you will have the option to upgrade to the latest solution.

We stay ahead of technology so you don't have to.

At CEC, ***The Experience Matters***. The expertise of our people, and the experience that our customers have with each interaction, is what makes our client partnerships great.

Impact of Tariffs

Dear Value Customer,

Changes in tariffs and trade policies are creating new challenges for global supply chains, leading to fluctuation in material cost and may impact lead times.

As your partner, we want to provide transparency regarding these potential impacts:

- Increased tariffs on imported materials may lead to higher project cost.
- Extended lead times due to trade restrictions can affect project costs.
- Quotes may require review to align with current material cost, potentially leading to price adjustments.
- Supply chain disruptions may extend project completion dates.

CEC is actively working to mitigate effects through several key initiatives:

- Close engagement with suppliers to monitor tariff impacts, lead times, and cost fluctuations.
- Advanced equipment ordering within 30 days of proposal acceptance, when down payment requirements are met, to secure pricing before further tariff increases.
- Sourcing from alternative suppliers to reduce dependency on affected markets.
- Increased purchase commitments on critical components to ensure availability.

What does this mean for you?

- If advanced equipment ordering is selected, equipment will be invoiced as received by CEC once the down payment value is exceeded.
- Storage arrangements for early-purchased equipment will be coordinated as necessary.
- Tariff-driven price changes may require project repricing based on material costs at the time of order fulfillment.
- If the fair market value of equipment increases due to tariffs, CEC reserves the right to review and adjust equipment pricing accordingly.

Delivering a great customer experience remains our top priority. We are committed to open communication and proactive solutions to navigate these evolving challenges.

Thank you for your partnership,

Michael Tierney
CEO

Scope of Work

City of Dubuque

Information Services

Dubuque, IA 52002

City of Dubuque - IT - Wireless Network Refresh version 2

This Statement of Work ("SOW") formally establishes and documents the scope, objectives, and overall approach for delivering the Wireless Refresh Proposal to the City of Dubuque, as outlined below. This SOW serves as a definitive guide for both parties, ensuring alignment on deliverables, and responsibilities throughout the project. This proposal reflects the design information current as of 09/16/2025.

1. Device Locations and Installation Parameters

The following new device installation parameters are included within this SOW:

- FortiGate 201G Wireless Controller - HA Pair
 - Quantity x2
 - To be pre-configured in CEC Fabrication Lab
- FortiAP 231K Access Points
 - Quantity x75
 - To be configured in CEC Fabrication Lab prior to deployment/installation
 - Exact deployment locations and placings, including accessibility are to be confirmed in a conversation prior to Project Kickoff Call between CEC Engineer and Customer contact. These details will be shared with the deployment team during aforementioned Kickoff Call.
 - Quantity registered and configured by CEC will include up to x63 APs; the delta from the total quantity shall be the responsibility of the Customer.
 - Testing of existing cable during AP deployment is NOT included in this scope of work. Should unforeseen issues arise during the installation of this equipment, additional time to remedy shall be susceptible to a time and materials ticket.
- One CAT6 cable run in JOTC Training Center.
 - Floor plans and path to be determined during pre-project call between CEC Engineer and Customer Contact.

2. Software and Integrations

This SOW includes software and third-party integration services:

- **System Software**
 - Premium Support Licenses for the following
 - FG-201G - Quantity x2

- 5-Year Term
- FAP-231K - Quantity x75
 - 5-Year Term
 - *[Activation/Registration of x63 APs is responsible by CEC; the rest (x12) to be activated by the Customer]*
- CEC is able to provide renewal of all proposed licenses.
- **Technical Services for Integrations**
 - Integration with customer-provided interfaces:
 - City of Dubuque Radius Server for authentications
 - CEC to provide configurations of IP for Authentication server within new Wireless Controller. Customer responsible for configuration of authentication server and connection to the Wireless Controller.

3. Customer Notes and Exceptions

The following items should be noted for specific customer information and/or excluded from this SOW:

- Prior to the implementation of the Scope of Work listed above, CEC will schedule a required meeting with Customer Contact to coordinate, review, and confirm Access Point placement, location, and deployment constraints prior to the Customer Kickoff Call.
- Broadcast SSIDs to be standardized in coordinated meeting between CEC Lead Technician and Customer contact.
- Any advanced configurations to be CEC determines during deployment are to be disclosed, documented, and communicated to Customer and Customer Contact. Should any changes need to be made to these advanced configurations, these changes are part of the scope of this project.

Responsibilities

Legend: P=Provide, I=Install, E=Existing

>

Task	CEC	Customer	Comments
FG-201G	P & I		Unbox, Configure, and Install Wireless Controller devices
FAP-231K (x63)	P & I		Unbox, Configure, and Install Access Points by CEC
FAP-231K (x12)	P	I	Unbox, Configure, and register/activate by Customer
Patch Cables	P & I		Provide all copper/fiber patch cables as necessary
Equipment Conditions		P	Customer to provide adequate Rack space and equipment conditions (Power, cooling,
Network (LAN/WAN) Connection	I	P	
Floor Plan Drawings	I	P	Provide floor plans of designated building during Project Kickoff Call
Final Project Documentation	P		

Conditions and Clarifications

Qty

- **Timelines:** All work by CEC must be scheduled through our Project Management Office (PMO) to allow sufficient time for equipment delivery and workforce scheduling. Upon project award, our PMO will contact you to confirm project timelines and resource availability. Standard labor services lead time is 4 to 6 weeks from project award.
- **Standard Schedule:** This quotation assumes a standard installation schedule. All CEC labor will be performed during CEC business hours, excluding holidays, unless otherwise specified and may incur additional charges. Expedited deliveries or schedules are not included unless specified and may incur additional charges.
- **Project Phases:** Proposal is based on a single-phase project completion unless multi-phase is specified in the proposal.
- **The Davis-Bacon Act,** prevailing wage, union labor, or certified payroll requirements are not included unless explicitly stated in the scope of work. It is the recipient's responsibility to notify CEC if any of these requirements apply and to provide the necessary wage determination. If the recipient or ordering party fails to inform CEC of such conditions, CEC will not be responsible for any additional costs incurred.
- **All taxes,** including sales, use, excise, and similar charges, are estimated and provided for reference only. The Customer is solely responsible for the payment of any applicable taxes, whether or not included in the initial estimate or invoice. Customer must provide valid exemption certificates upon signature.
- **Delays:** Delays incurred by CEC employees and its subcontractors due to factors like escorts, clearances, or restricted workspaces beyond our control will be invoiced at our current labor rates.
- **Change Management:** Any changes to this proposal must be communicated and approved in writing by an authorized customer representative before work begins.
- **Existing Equipment:** It is assumed that any existing equipment and cabling used in the new system are in good working condition. Any deficiencies discovered will be reported to the customer and replaced or repaired at an additional cost.
- **Discontinued Equipment:** Equipment items provided in this proposal are based on the current models specified in the equipment list or project submittal. Any modifications due to product discontinuation by the manufacturer may result in a change to the project price.
- **On-Site Storage:** The customer is responsible for providing secure, temporary storage for equipment and cable during the project installation. If adequate storage space is unavailable for CEC-provided system equipment and/or cable, CEC will arrange for alternate storage at additional cost. The customer assumes responsibility and ownership of all equipment upon receipt.
- **Drawings:** If current CAD (dwg/xref) files are not provided to CEC additional charges may apply. Additional CAD time for customer-requested updates or AHJ-specific requirements outside of the original scope of work may incur additional charges. BIM (Building Information Modeling) is excluded unless specified in the scope of work.
- **Software Term** begins upon the manufacturer's acknowledgment of the activation date, as defined by their licensing or activation policy. This proposal includes software based on the support terms available at the time of quoting. Any renewal or modification of software support terms outside of this proposal may result in additional costs to align (co-term) the support periods.
- **Warranty:** Warranty shall begin on the date of beneficial use, or the project close out, whichever comes first. Said warranty is for equipment installed under this project and warranty does not extend to existing equipment. Standard warranty work is performed during normal CEC business hours.
- **Pricing** is based on current market conditions. While we will make reasonable efforts to maintain quoted pricing, if material or equipment costs increase prior to project commencement or purchase, we reserve the right to issue a change order to reflect such cost increases.

Software		Qty
FC-10-F2H1G-247-02-60	FortiGate-201G 5 Year FortiCare Premium Support	2
FC-10-P231K-247-02-60	FortiAP-231K 5 Year FortiCare Premium Support	75
Subtotal:		\$23,008.10

Hardware		Qty
Wireless Controller		
FG-201G	FortiGate-201G10 x GE RJ45(including 1 xMGMT port, 1 xHA port, 8 xswitch ports), 4 xGE SFP slots, 8 x5GE RJ45, 8 x10GE SFP+ slots,NP7Lite and CP10hardwareaccelerated,480GB onboardSSD storage.	2
Wireless Access Points		
FAP-231K-A	FortiAP-231K Indoor Wireless AP - (WiFi 7 IEEE Tri-band 2.4/5/6GHz 2+2+2 2 streams 3 radios), internal antennas, 100/1000/2500/5000 Base-T RJ45, BT/BLE, 1x RS-232 RJ45 Serial Port. Ceiling/wall mount kit included.	75
Miscellaneous and Accessories		
MISC	Miscellaneous Consumables (Velcro, Rack Screws, etc)	1
MISC	CAT6 Equipment for AP run	1
Subtotal:		\$37,925.85

City of Dubuque - IT - Wireless Network Refresh version 2

Prepared by:
Communications Engineering Company
 Brian Wessels
 (319) 294-9000
 Fax 563-6900747
 bwessels@cecinfo.com

Prepared for:
City of Dubuque
 Information Services
 7850 Chavenelle Road
 Dubuque, IA 52002
 Mike Van Milligen
 (563) 589-4100
 spuls@cityofdubuque.org

Quote Information:
Quote #: 056981
 Version: 8
 Proposal Delivery Date: 09/25/2025
 Proposal Expiration Date: 10/17/2025

One-Time Expense Summary		Amount
Software		\$23,008.10
Hardware		\$37,925.85
Installation Services		\$19,693.80
	Estimated Tax:	\$0.00
	One-Time Expense Total:	\$80,627.75
		Amount

A deposit of 40% is required at the time of purchase for all orders over \$10,000. Progress payments for material delivered and labor expended will be invoiced monthly. Invoice terms are NET 30 with approved credit.

This Proposal for sale of equipment or performance of services by CEC is subject to, and expressly conditioned upon CEC Standard Terms and Conditions. (<http://www.cecinfo.com/terms>) CEC Standard Terms and Conditions cannot be waived or altered without the express written consent of CEC Corporate Officer. By signing this Proposal, Customer expressly agrees to be bound by the terms of this Proposal and the CEC Standard Terms and Conditions. If the parties have entered into a valid Master Service Agreement, for the services provided, that agreement supersedes the acceptance of the currently listed CEC ST&Cs.

Information contained in this proposal, including part numbers, installation details, pricing information, and engineering drawings shall be considered Proprietary and Confidential, and shall not be duplicated or shared with persons other than the intended recipient(s) referenced above.

Communications Engineering Company

City of Dubuque

Signature: Brian Wessels

Name: Brian Wessels

Title: Sales Executive

Date: 09/25/2025

Signature: Michael Van Milligen

Name: Mike Van Milligen

Date: 10/28/25

PO Number: _____

To accept please sign and return all pages of this document, or e-sign via the Order Porter web link.



City of Dubuque
Dept: _____
50 W. 13th Street
Dubuque, IA 52001
Phone # _____

**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

Communication Engineering Company (Vendor) at
(Vendor Name)

405 Boyson Rd, Hiawatha, IA 52233

(Vendor Address - City and State)

PROJECT TITLE: City of Dubuque - IT - Wireless Network Refresh

(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:

See attached quote number Quote # 056981 for the SOW and materials they are providing.

The work described above shall be completed at the following location(s):

city hall, city hall annex, data center, fire stations, public works, Jule, MFC, council chambers, Wrrc, Greenhouse,
police dept,

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

3-1-2026

(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 \$ 80,627.75

CITY OF DUBUQUE, IOWA

VENDOR:

By: Michael Van Milligen 10/28/25
Michael C. Van Milligen Date
City Manager

Communication Engineering Company
Company Name

By: Chumley Hodgson 10/23/2025
Signature Date

Chumley Hodgson
Printed Name

Service Product Manager
Title

**VENDOR ACKNOWLEDGEMENT OF
ATTACHED SPECIAL CONDITIONS:**

By: _____
Signature Date

Printed Name

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)

EXHIBIT C

INSURANCE SCHEDULE J

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

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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.

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
Fire _____ Department
11 West 9th Street, Dubuq
(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 Jason Schueller-Schueller Restoration/Xtreme Clean & Coatings

(Vendor Name)

325 Stone Valley Drive, Dubuque, Iowa 52003

(Vendor Address - City and State)

PROJECT TITLE: BLDG MAINT AT STATION 3

(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:

Install epoxy floor in the living area at Fire Station 3

The work described above shall be completed at the following location(s):

Fire Station #3, 3155 Central Avenue, Dubuque, Iowa

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.

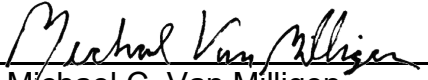
THE CITY AGREES:

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 \$ 13,750.50

CITY OF DUBUQUE, IOWA

VENDOR:

By:  10/29/2025
Michael C. Van Milligen Date
City Manager

Schueller Restoration/Xtreme Clean & Coating
Company Name

By:  10/28/2025
Signature Date

jason m schueller
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 #1315000010 Project name: BLDG MAINT AT STATION or Project Location at 3155 Central Ave. Dular 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)

**FIRST AMENDMENT
TO
LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
GRTD INVESTMENTS, LLC**

This First Amendment to Lease Agreement, dated for reference purposes the ____ day of _____, 2025, is made and entered into by the City of Dubuque, Iowa, a municipality (City) and GRTD Investments, LLC, an Iowa limited liability company (GRTD).

WHEREAS, City and GRTD entered into a Lease Agreement dated November 1, 2022 with respect to the matter specified therein; and

WHEREAS, City and GRTD desire to further amend the Lease 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. PREMISES AND TERM. City leases to GRTD the following real estate, situated in Dubuque County, Iowa, shown on Exhibit A (the Leased Premises), together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the 1st day of November, 2025, and terminating on the 31st day of October, 2028.

SECTION 2. RENT. GRTD agrees to pay City as rent One Hundred and Fifty Dollars (\$150.00) per year during the Term in advance commencing on the 1st day of November 2025 and on the 1st day of November of each year thereafter during the Term of this Lease Agreement. All sums must be paid to the Finance Department, City Hall, 50 West 13th Street, Dubuque, IA, 52001.

CITY OF DUBUQUE, IOWA

GRTD INVESTMENTS, LLC

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

By: Dennis Buchheit
Dennis Buchheit, Owner

Attest:

Adrienne N. Breitfelder, City Clerk

City of Dubuque
Dept: Water
50 W. 13th Street
Dubuque, IA 52001
Phone # 563-589-4291

**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 Eastern Iowa Excavating and Concrete, LLC (Vendor) at
(Vendor Name)
121 Nixon St SE #7753 Cascade, IA 52033
(Vendor Address - City and State)

PROJECT TITLE: Street patches for Water main repairs
(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:
Mobilization, HMA Pavement, Excavation, Pavement removal, 6" Mod Subbase, Valve Box
adjustment, traffic control, backfill, and seeding.

The work described above shall be completed at the following location(s):
E 14th St and Elm 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 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

12/14/2025

(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 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 \$ 28,318.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 10/29/2025
Michael C. Van Milligen
City Manager Date

VENDOR:

Eastern Iowa Excavating and Concrete, LLC
Company Name
By: [Signature] 10-22-2025
Signature Date
Chad Demmer
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 C

INSURANCE SCHEDULE J

1. Eastern Iowa Exc 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 E 14th St or construction of road repairs.
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
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Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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.

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
Dept: Water
50 W. 13th Street
Dubuque, IA 52001
Phone # 563-589-4291

**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 Eastern Iowa Excavating and Concrete, LLC (Vendor) at

(Vendor Name)

121 Nixon St SE #7753 Cascade, IA 52033

(Vendor Address - City and State)

PROJECT TITLE: Regrading of ditch over water main on Old Davenport Rd

(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:

Mobilization, tile line repair, reshaping grade, filling and compacting of washed out area, traffic control, class E Rip Rap, erosion stone, and hydroseeding

The work described above shall be completed at the following location(s):

Old Davenport Rd and O Rourke Rd

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

12/14/2025

(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 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 \$ 6,725.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 10/29/2025
Michael C. Van Milligen
City Manager Date

VENDOR:

Eastern Iowa Excavating and Concrete, LLC
Company Name
By: [Signature] 10-22-2025
Signature Date
Chad Demmer
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 C

INSURANCE SCHEDULE J

1. Eastern Iowa Exc 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 Old Dav. Rd or construction of Ditch repair.
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.

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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.

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
Dept: Water
50 W. 13th Street
Dubuque, IA 52001
Phone # 563-589-4291

**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 Eastern Iowa Excavating and Concrete, LLC (Vendor) at
(Vendor Name)
121 Nixon St SE #7753 Cascade, IA 52033
(Vendor Address - City and State)

PROJECT TITLE: Street patches for Water main repairs
(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:

Mobilization, HMA Pavement, Excavation, Pavement removal, 6" Mod Subbase, Valve Box
adjustment, , manhole adjustment, backfill, and seeding.

The work described above shall be completed at the following location(s):

Eagle St and Althausen 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 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

12/14/2025

(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 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 \$ 33,492

CITY OF DUBUQUE, IOWA

By: Michael C. Van Milligen 10/29/2025
Michael C. Van Milligen Date
City Manager

VENDOR:

Eastern Iowa Excavating and Concrete, LLC
Company Name
By: [Signature] 10-22-2025
Signature Date
Chad Demmer
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 C

INSURANCE SCHEDULE J

1. Eastern Iowa Exc 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 Eagle St or construction of road repairs.
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
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Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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.

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)

Independent Contractor Agreement

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made and entered into, as of June 30, 2025 by and between the City of Dubuque, Iowa, a municipal Iowa corporation having its principal place of business at 50 W 13th Street, Dubuque, IA 52001 (the "City"), and Fowler Public Sector Consulting LLC, an Iowa limited liability company having its principal place of business at 3482 Raven Lane NE, Cedar Rapids, IA 52402 (the "Contractor").

WHEREAS, the City is a municipal corporation charged with the provision of essential and general corporate purposes as outlined in Iowa Code §384.24.

WHEREAS, the Contractor is in the business of providing consulting services, and has the requisite skills, professional license(s), and experience to perform such services.

WHEREAS, the City desires to enter into an independent contractor relationship with Contractor, and Contractor desires to render services described below for the City on an independent contractor basis, pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, City and Contractor (collectively, the "Parties") hereby agree as follows:

1. Agreement for Services. Subject to the terms and conditions of this Agreement, City hereby retains Contractor to provide the City with the following services:

- a. Provide department manager supervision to Housing & Community Development staff. This includes providing day-to-day direction and management of activity, performance management, approval of administrative requests (including but not limited to timesheets, leave requests, salary increases, employee hires), and respond to resident requests and complaints.
- b. Ensure Compliance with all federal regulations, direct use of funds, report to federal agencies, underwrite loans, develop administrative plans, and HUD-required community engagement .
- c. In partnership with the City Manager's Office, the Human Resources Department, and the Finance Department, complete a departmental review to analyze current organizational chart, job descriptions, and personnel compliment/budget. Make recommendations for change and begin implementation as appropriate.
- d. Implement recommendations of the Housing & Community Development Department workplace culture audit as requested by the City Manager, and in partnership with above-referenced departments.

and Contractor hereby accepts such engagement. City has entered into this Agreement with Contractor because of the unique skills and experience of Contractor's principal, Sandra Fowler ("Fowler"); therefore, Contractor agrees all services shall be personally provided by Fowler.

2. Duration, Indemnification and Notice. This Agreement shall become effective July 1, 2025, and shall continue on a month to month basis. The City and the Contractor may extend the term of this Agreement thereafter by written mutual agreement

To the extent permitted by law, each Party shall fully defend, indemnify and hold harmless the other Party and its officers, directors, employees, agents, representatives, successors and assigns (collectively, "Indemnified Parties") from any and all claims, demands, causes of actions, costs, expenses, liability, losses, or damages including attorney's fees and expenses ("Claims"), whether in law or in equity, for bodily injury, death or property damage arising out of, relating to or caused by, in whole or part, the negligence, errors, omissions or willful misconduct of the indemnifying party or its officials, officers, employees, subcontractors, consultants or agents, relating to or connected with performance under this Agreement, unless Claims are caused wholly by the sole negligence or willful misconduct of the Indemnified Parties.

A Party's indemnity obligations under this Section are contingent upon the indemnified party: a) promptly notifying indemnifying party of each claim; provided, however, that the indemnified Party's failure to give prompt notice to the indemnifying party of any such claim shall not relieve the indemnified party of any obligation under this Section except and to the extent that such failure materially prejudices the indemnifying party's ability to defend against such claim; b) providing the indemnifying party with sole control over the defense and/or settlement thereof, provided however, that indemnifying party shall not settle any claim that includes an admission of wrongdoing by indemnified parties or otherwise adversely affects indemnified parties' interests without prior consent; and c) at the indemnifying party's request and expense, providing full information and reasonable assistance to the indemnifying party with respect to such claim.

Either party may terminate this agreement by giving written notice of said termination to the other party.

3. Compensation. City shall pay Contractor the gross amount of \$125 per hour, in exchange for which Contractor will work up to the equivalent of three (3) business days (24 (twenty-four) hours) per calendar week in person or remotely, as best suited to serve the needs of the City and the Contractor.

Should Contractor be required to work more than three business days in any single calendar week, such additional time shall be billed at \$125 per hour. Any such work beyond the base amount shall only be performed if authorized by City and agreed to by Contractor, confirmed in writing. Emails between Contractor and City's designated authority shall be sufficient to establish authorization and agreement to perform additional work.

All sums shall be billed monthly by Contractor and paid upon receipt.

Consultant shall pay all taxes incurred while performing services under this Agreement, including all applicable state and federal income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. The City shall not withhold FICA

(Social Security and Medicare) taxes, state income taxes, or federal income taxes from payments to Contractor. The City shall not make FICA payments for or on behalf of Contractor.

The City agrees to provide Contractor with access to its technology systems as necessary to perform Contractor's duties under this Agreement. Contractor shall be responsible for all expenses incurred while performing services under this Agreement, including mileage, vehicle expenses, insurance premiums, including liability insurance, cell phone expenses, and internet expenses.

4. Independent Contractor Status. Contractor is an independent contractor. Contractor is not, nor shall be deemed, the City's employee. In Contractor's capacity as an independent contractor, Contractor agrees and represents, and the City agrees, as follows:

- a. Contractor has the right to perform services for others during the term of this Agreement.
- b. Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement subject to the terms of this Agreement including but not limited to the requirements of the City's operating hours and scheduled meetings.
- c. Contractor shall not receive any training from the City in the professional skills necessary to perform the services required by this Agreement.

5. Compliance with Federal, State, and Local Laws. Contractor represents and warrants that Contractor will comply with all federal, state, and local laws, including any licenses, permits, or certificates required to carry out the services to be performed under this Agreement.

6. Unemployment Compensation. The City shall make no state or federal unemployment compensation payments on behalf of Contractor, Contractor's employees, or contract personnel hired by Contractor. Contractor, Contractor's employees, and contract personnel shall not be entitled to unemployment compensation benefits in connection with work performed under this Agreement.

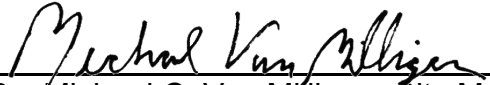
7. Insurance. The City shall not obtain workers' compensation insurance on behalf of Contractor. During the term of this Agreement, Contractor will maintain the following minimum insurance coverages and provide Certificates of Insurance to the City upon request:

- a. Professional Liability \$1,000,000 aggregate

Contractor shall provide proof of automobile liability insurance coverage to the City, together with limits reasonably acceptable to the City. By providing such proof to the City, Contractor represents and warrants that Fowler is an authorized driver under such policy and shall remain so authorized for the duration of this Agreement.

THE PARTIES PROVIDE APPROVAL TO PROCEED and this Agreement to be executed as indicated below.

CITY OF DUBUQUE


By: Michael C. Van Milligen, City Manager

Date

10/22/2025

FOWLER PUBLIC SECTOR CONSULTING LLC


By: Sandra (Sandi) Fowler, Authorized Representative

Date

10/29/2025

EMPLOYER MANDATE REPORTING SERVICES CONTRACT

This Agreement (the "Agreement") between Cottingham & Butler Insurance Services, LLC. ("Cottingham & Butler"), and City of Dubuque (the "Client") (collectively the "Parties"), confirms that the Client will engage Cottingham & Butler to prepare and file required Internal Revenue Service ("IRS") Forms 1094-C and 1095-C (collectively the "Forms") on behalf of the Client and that Cottingham & Butler will provide to the Client an electronic copy of Form 1095-C for distribution to employees.

SECTION 1. SCOPE OF SERVICES. Cottingham & Butler will provide services necessary for the Client to complete and file the Forms. Cottingham & Butler will also provide to the Client electronic copies of completed Form 1095-C in a format suitable for distribution to the Client's employees, along with one submission of Social Security Number and names to the IRS for TIN Matching. For states that accept the 1095/1094 forms to fulfill the reporting requirements for their state level individual mandate, Cottingham & Butler will e-file the forms on the Client's behalf. For states that do not accept the 1095/1094 forms, Cottingham & Butler will create and deliver copies of those forms in PDF format, however, distribution and filing with the state will be the Client's responsibility.

SECTION 2. TERM. Cottingham & Butler will provide services under the Agreement from the date of the execution date of the Agreement until April 1st, 2026. The Client will provide to Cottingham & Butler complete calendar year information as required for filing of the Forms no later than January 16th, 2026.

SECTION 3. FEES AND COSTS.

- A. For completion of Forms timely received:
 - a. 0-250 Forms: The Client agrees to pay a fixed fee of \$4,250;
 - b. 251-500 Forms: The Client agrees to pay a fee of \$17.00 per Form; and
 - c. 501 or more Forms: The Client agrees to pay a fee of \$17.00 per Form for the first 500 Forms and a fee of \$4.40 per Form for the 501st and additional Forms.
- B. For completion of Forms received on or after January 30th, 2025:
 - a. 0-250 Forms: The Client agrees to pay a fixed fee of \$5,250.00;
 - b. 251-500 Forms: The Client agrees to pay a fee of \$21.00 per Form;
 - c. 500 or more Forms: The Client agrees to pay a fee of \$21.00 per Form for the first 500 Forms and a fee of \$5.50 per Form for the 501st and additional Forms.
- C. The Client furthermore agrees to pay \$650 for each additional Employer Identification Number, if applicable.
- D. Printing and / or mailing of forms must be requested in advance and the Client will pay an additional \$1.63 per form.

- E. For states that Cottingham & Butler will e-file for on the Client's behalf for state level mandates, the Client will pay \$350 per state and FEIN.
- F. In addition to the fees outlined above, Cottingham & Butler will charge the Client for any actual out-of-pocket costs that are incurred in rendering services. These costs may include travel expenses, delivery and courier services, express mail, air courier services and outside contractor document reproduction. Cottingham & Butler may ask Client to pay directly any expenses in excess of \$100.00. Out-of-pocket costs are not subject to any mark-up.

Cottingham & Butler will provide to the Client an invoice for all estimated fees and costs no later than December 1st, 2025, with payment due from the Client no later than December 31st, 2025. Upon filing and delivery of the Forms, Cottingham & Butler will provide to the Client a final invoice reconciling any difference between estimated and actual costs. Any remaining payments resulting from the final invoice will be due within 30 days.

SECTION 4. TERMINATION. The Client may terminate the Agreement at any time upon written notice to Cottingham & Butler. Cottingham & Butler may terminate the Agreement if (a) the Client fails to pay any fees or expenses that have been billed to the Client within the time set out in Section 3 above, or (b) the Client fails to provide required data to Cottingham & Butler by January 16th, 2026, or (c) for no cause with 14 days written notice. The Client will be liable for any and all fees and expenses incurred up to the termination date, including the base fees described in Section 3 above.

SECTION 5. REQUIRED DATA. The Client will provide to Cottingham & Butler any and all data required for the completion of the Forms. Such data will include names, addresses, and social security numbers of employees of the Client as well as data concerning employment numbers and health plan offerings for employees of the Client. The Client acknowledges that the Client bears sole responsibility for gathering applicable data and providing the data to Cottingham & Butler for completion of the Forms.

SECTION 6. LIMITATION OF LIABILITY AND ACKNOWLEDGEMENT OF COMPLIANCE RESPONSIBILITIES. Cottingham & Butler will not undertake any independent investigation or verification of Client data, and Cottingham & Butler does not guarantee the accuracy of the completed Forms 1094-C and 1095-C. The Client hereby recognizes, acknowledges, and agrees that it bears the ultimate responsibility for complying with any state or federal law, including but not limited to provisions of the Patient Protection and Affordable Care Act and the Health Insurance Portability and Accountability Act. Moreover, the Client hereby recognizes and acknowledges that federal law is subject to change at any time. Cottingham & Butler accepts no responsibility for Client's compliance with these laws.

SECTION 7. INDEMNIFICATION. The Client and its officers, directors, employees, agents, successors, and assigns hereby agree to defend, indemnify, and hold harmless Cottingham & Butler and Cottingham & Butler's officers, directors, employees, agents, successors, and assigns, from and against any and all claims, costs, damages, losses, liabilities, actions, recoveries, judgments, and expenses (including attorney fees and expenses regardless of whether litigation was commenced) arising out of or in connection with the Client's failure to comply with any state or federal law, including but not limited to provisions of the Patient Protection and Affordable Care Act and the Health Insurance Portability and Accountability Act.

SECTION 8. DISCLAIMER OF WARRANTIES. IN NO EVENT WILL COTTINGHAM & BUTLER INCUR LIABILITY FOR

ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT LOSS OR DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION, AND REGARDLESS OF WHETHER COTTINGHAM & BUTLER KNEW OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES. THE CLIENT ACKNOWLEDGES THAT COTTINGHAM & BUTLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

SECTION 9. NO PROVISION OF LEGAL ADVICE. Cottingham & Butler will not provide any legal or financial advice to the Client nor will Cottingham & Butler act as a fiduciary of the Client under this Agreement.

SECTION 10. CONFIDENTIALITY. Cottingham & Butler, its employees and agents will hold in strict confidence all data furnished by the Client or produced by Cottingham & Butler under this Agreement. However, Cottingham & Butler will not be held liable if such data is released through other sources, or if Cottingham & Butler, its employees or agents release the data because Client has consented to such disclosure.

SECTION 11. RECORD RETENTION. This Agreement does not relieve the Client of its obligations under federal or state laws or regulations to retain records relating to any data provided to Cottingham & Butler.

SECTION 12. ENTIRE AGREEMENT. This Agreement and any addendum to this Agreement (hereinafter called "Contract Documents") constitutes the entire agreement between Cottingham & Butler and the Client.

SECTION 13. NOTICE. Any person identified by Client in this Agreement or any certification, or in any notice or other communication delivered to Cottingham & Butler may receive information, communications and notices regarding the service, and is authorized to transact all business, make all agreements and sign and deliver all documents in connection with the service. If the identity of such a person changes, the Client will promptly notify Cottingham & Butler in writing of the change. Cottingham & Butler will have a reasonable time after receipt of a certification, notice or other communication to act on it.

SECTION 14. GOVERNING LAW. This Agreement shall be governed by the laws of the state of Iowa.

SECTION 15. BINDING AGREEMENT. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective heirs, representatives, successors and assigns.

SECTION 16. ASSIGNABILITY. This Agreement may not be assigned by either party without the express written consent of the other party, which consent shall not be unreasonably withheld, except that Cottingham & Butler may delegate and assign any of its duties hereunder to any affiliate of Cottingham & Butler or to any third party subcontractor, without the need for prior approval.

SECTION 17. NO IMPLIED WAIVER. The failure of Cottingham & Butler to enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance, shall not constitute the permanent waiver of any term or condition of this Agreement and this Agreement and each of its provisions shall remain at all times in full force and effect.

SECTION 18. AUTHORITY. The undersigned warrants and represents that the undersigned has full power and authority to enter into this Agreement, to bind each Party hereto, and to grant the rights set forth herein.

SECTION 19 SEVERABILITY. If any term in this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then the Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable provision had never been included.

The Parties hereby enter into this Agreement as of the date listed below.

**COTTINGHAM & BUTLER
INSURANCE SERVICES, LLC.**

City of Dubuque

By: Nicole J. Deiffer

By: Michael Van Alstine

Title: Senior Vice President

Title: City Manager

Date: 10/30/2025

Date: 10/29/2025

**City of Dubuque
City Council**

CONSENT ITEMS # 11.

ITEM TITLE:	Improvement Contracts with Performance, Payment, and Maintenance Bonds
SUMMARY:	Iseler Demolition Inc. for the 500,000 Gallon Double Ellipse Demolition; Top Grade Excavating, Inc. for the Water Systems Improvements 2024 North English Road Water Main Extension.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. Eagle Point Park Water Tower Decon Project 2025 Request
2. N English Rd WM Extension

PUBLIC IMPROVEMENT CONTRACT

SECTION 00500

500,000 Gallon Double Ellipse Demolition

THIS IMPROVEMENT CONTRACT (the Contract), made in triplicate, dated for reference purposes the 30 day of OCT, 2025 between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and Iseler Demolition Inc. (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 500,000 Gallon Double Ellipse Demolition.
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 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. Drawing – Sheet No. _____ through No. _____ (00 pages) or drawings consisting of sheets bearing the following general title:
 - A. Section 02005 Demolition Work – Elevated Tank containing existing tower plans and along with Photographs from the latest tower inspection.
 12. Addenda (numbers N/A to , 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).
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
 - a. Contractor's Big (pages 1 to 6 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
 - ii. Form (Section 00471)
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 Contract).
22. Authorizing Resolution, either:
 - a. Resolution 286 – 17, City Manager's Authority to Execute Contracts/Leases
 - b. Project Specific Resolution, Resolution No.

B. There are no other Contract Documents. The Contract Documents may only be amended, modified, or supplemented as provided in this Contract.

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. Five percent (5%) 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.

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 Contract Documents, 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 shall remain in place 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; LIABILITY FOR CITY DAMAGE. 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.

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. 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 as agreed upon damages.

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.

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 all applicable federal, state, and local laws, rules, and regulations 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).

B. 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.

14. CONSENT DECREE APPLICATION

CONSENT DECREE RELATING TO THE PROJECT
Check appropriate box and initial in appropriate location

☐ 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.

____ CITY _____ CONTRACTOR

If Contract involves work related to the Water & Resource Recovery Center or the Sanitary Sewer Collection System, Contractor must also complete Exhibit II.

15. The City agrees to pay the Contractor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CITY OF DUBUQUE, IOWA

BY: Michael Van Milligen
Michael C. Van Milligen, City Manager

Date: 10/20/2025

CONTRACTOR: Iseler Demolition, Inc.

BY: Scott C. Iseler

Date: _____

Printed Name: Scott C. Iseler

==== END OF SECTION 00500 ====

PUBLIC IMPROVEMENT CONTRACT

SECTION 00500

WATER SYSTEMS IMPROVEMENTS 2024 NORTH ENGLISH ROAD WATER MAIN EXTENSION

THIS IMPROVEMENT CONTRACT (the Contract), made in triplicate, dated for references purposes the 6th day of October, 2025, between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and Top Grade Excavating, Inc. (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 Water Systems Improvements 2024 North English Road Water Main Extension (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: NOT APPLICABLE.
 7. The Iowa Statewide Urban Design And Specifications (SUDAS) 2023 Edition.
 8. CITY OF DUBUQUE Supplemental Specifications 2023 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 consisting of sheets bearing the following general title:
 Water Systems Improvements 2024
 North English Road Water Main Extension
 12. Addenda (numbers 1 to 3, 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).
 17. Erosion Control Certificate (Section 00900).
 18. SRF Requirements (Sections 02000).

SECTION 00500

Page 2 of 6

19. Exhibits to this Contract (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 6 inclusive).
 - b. Bidder Status Form (Section 00460).
 - c. SRF Required Forms
 - c. The following documentation that must be submitted by Contractor prior to Notice of Award.
 - i. Contractor Background Information Form (Section 00471)
20. 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 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.

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).
 - B. The City and the Contractor agree to comply with all provisions of the Davis-Bacon Federal Prevailing Wage Act, and related labor requirements and regulations and the Federal Wage Determination for this Project.
 - C. Equipment or products authorized to be purchased with funding awarded for this Contract must comply with American Iron and Steel (AIS) requirements, in accordance with the Consolidated Appropriations Act, 2014.
 - 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 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

SECTION 00500

Page 4 of 6

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 NOT APPLICABLE

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: NOT APPLICABLE

TOP GRADE EXCAVATING, INC
Contractor

By: [Signature]
Signature

JASON VORWALD
Printed Name

V.P.
Title

10-15-25
Date

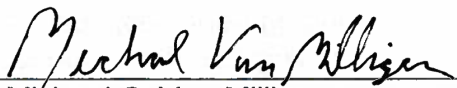
THE CITY AGREES:

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 \$1,487,135.00

CITY OF DUBUQUE, IOWA:

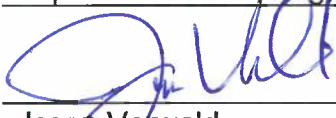
Water Department

By: 
Michael C. Van Milligen
City Manager

10/28/25
Date

CONTRACTOR:

Top Grade Excavating, Inc.

By: 
Jason Vorwald
President

10-20-25
Date

UNIT PRICE BID PROPOSAL FORM
SECTION 00400

PROJECT: Water Systems Improvements 2024
North English Road Water Main Extension

BID TO: City Clerk's Office
City of Dubuque
50 W. 13th Street
Dubuque, Iowa 52001

BID FROM:

TOP GRADE EXCAVATING, INC (Company)
971 9TH AVE NW (Street Address)
FARLEY, IA 52046 (City, State, Zip)
topgrade@tgexcavating.com (Email Address)
563-744-3416 (Telephone)

400.1 General

The undersigned Bidder agrees, if the Bid is accepted, to enter into an 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 Total Bid Amount and within the Bid time indicated in the Contract Documents and in accordance with other terms and conditions of the Contract Documents.

400.2 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;

SECTION 00400

Page 2 of 6

The Bidder hereby certifies that the Bidder is 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. The measured unit quantity of any item stated in the plans, specification, or on the bid proposal form are approximate only and the final payment must be made by the work covered in the contract (Public Improvement Contract - Section 500). The Contractor further understands that all quantities of work, whether increased or decreased, are to be performed at the Unit Prices as stipulated herein; the Bidder proposes to furnish 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.

400.3 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 Project Area 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. **NOT APPLICABLE**

400.4 Unit Prices and Bid Amount

**CITY OF DUBUQUE, IOWA
WATER SYSTEM IMPROVEMENTS 2024
NORTH ENGLISH ROAD WATER MAIN EXTENSION**

**BID SCHEDULE
REVISED PER ADDENDUM NO. 3**

NOTE: Bids shall EXCLUDE sales tax and all other applicable taxes and fees

NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Division 2010 - Earthwork, Subgrade, and Subbase				
1	Clearing and Grubbing C	1 LS	\$ 8,000.00	\$ 8,000.00
2	Topsoil, On-site	2420 CY	\$ 6.00	\$ 14,520.00
3	Subbase, Granular Subbase Gr 12a (Granular Subbase Pile)	80 TON	\$ 17.00	\$ 1,360.00
Division 3010 - Trench Excavation and Backfill				
4	Rock Excavation	100 CY	\$ 65.00	\$ 6,500.00
5	Replacement of Unsuitable Backfill Material, Gr 12a (Granular Subbase Pile)	2700 TON	\$ 17.00	\$ 45,900.00
6	Class I, Bedding Material, Gradation 3 (ASTM 57)	200 TON	\$ 20.00	\$ 4,000.00
7	Class II, Bedding Material Gradation 30 (Granular Base Pile)	5750 TON	\$ 17.00	\$ 97,750.00
Division 5010 - Pipe and Fittings				
8	Water Main, Trenched, DIP, 6"	110 LF	\$ 82.00	\$ 9,020.00
9	Water Main, Trenched, DIP, 8"	55 LF	\$ 86.00	\$ 4,730.00
10	Water Main, Trenched, DIP, 12"	3550 LF	\$ 97.00	\$ 344,350.00
11	Water Main, Trenched, DIP, 16"	3300 LF	\$ 123.00	\$ 405,900.00
12	Water Main, Trenchless, DIP, 8"	140 LF	\$ 121.00	\$ 16,940.00
13	Water Main, with Casing Pipe, Trenchless, DIP, 16"	112 LF	\$ 929.00	\$ 104,048.00
14	Fittings by Weight, DI	8100 LBS	\$ 6.30	\$ 51,030.00
15	Joint Restraint, Bell Harness, 8"	10 EA	\$ 562.00	\$ 5,620.00
16	Joint Restraint, Bell Harness, 12"	5 EA	\$ 911.00	\$ 4,555.00
17	Joint Restraint, Bell Harness, 16"	18 EA	\$ 1,425.00	\$ 25,650.00
18	Joint Restraint, Megalug, 6"	50 EA	\$ 55.00	\$ 2,750.00
19	Joint Restraint, Megalug, 8"	8 EA	\$ 78.00	\$ 624.00
20	Joint Restraint, Megalug, 12"	45 EA	\$ 150.00	\$ 6,750.00
21	Joint Restraint, Megalug, 16"	70 EA	\$ 260.00	\$ 18,200.00
22	Water Main Connection Removal, 12"	1 EA	\$ 1,100.00	\$ 1,100.00
Division 5020 - Valves, Fire Hydrants, and Appurtenances				
23	Valve, Gate, 6"	13 EA	\$ 1,742.00	\$ 22,646.00
24	Valve, Gate, 8"	2 EA	\$ 2,349.00	\$ 4,698.00
25	Valve, Gate, 12"	10 EA	\$ 3,993.00	\$ 39,930.00
26	Valve, Butterfly, 16"	11 EA	\$ 6,300.00	\$ 69,300.00
27	Fire Hydrant	13 EA	\$ 5,259.00	\$ 68,367.00
Division 7030 - Sidewalks, Shared Use Paths, and Driveways				
28	Removal of Driveway	140 SY	\$ 9.00	\$ 1,260.00
29	Driveway, Paved, PCC, 6" (Thickness)	60 SY	\$ 135.00	\$ 8,100.00
30	Driveway, Paved, HMA, 6" (Thickness)	80 SY	\$ 45.00	\$ 3,600.00
31	Driveway, Granular by Ton	250 TON	\$ 17.00	\$ 4,250.00
Division 7040 - Pavement Rehabilitation				
32	Full Depth Patches HMA	110 SY	\$ 45.00	\$ 4,950.00

This bid schedule accompanies the bid proposal of

TOP GRADE EXCAVATING, INC.

**CITY OF DUBUQUE, IOWA
WATER SYSTEM IMPROVEMENTS 2024
NORTH ENGLISH ROAD WATER MAIN EXTENSION**

**BID SCHEDULE (continued)
REVISED PER ADDENDUM NO. 3**

NO.	DESCRIPTION	QUANTITY	PRICE	PRICE
Division 8030 - Temporary Traffic Control				
33	Temporary Traffic Control	1 LS	\$ 3,500.00	\$ 3,500.00
Division 8040 - Signing Materials				
34	Remove and Reinstall Traffic Signs	2 EA	\$ 125.00	\$ 250.00
Division 9010 - Seeding				
35	Conventional - Seeding, Type 1, by AC	0.4 AC	\$ 3,000.00	\$ 1,200.00
36	Conventional - Seeding, Type 2, by AC	2.6 AC	\$ 1,800.00	\$ 4,680.00
37	Conventional- Seeding, Type 4, by AC	0.4 AC	\$ 1,500.00	\$ 600.00
38	Conventional - Seeding, Type 5, by AC	2.6 AC	\$ 800.00	\$ 2,080.00
Division 9040 - Erosion and Sediment Control				
39	Stormwater Pollution Prevention Plan (SWPPP) Management	1 LS	\$ 3,500.00	\$ 3,500.00
40	Filter Socks, 12"	1600 LF	\$ 2.50	\$ 4,000.00
41	Filter Socks, Removal	1600 LF	\$ 0.20	\$ 320.00
42	Temporary Rolled Erosion Control Products (RECP) by SY	1850 SY	\$ 1.70	\$ 3,145.00
43	Silt Fence or Silt Fence Ditch Check, Installation	2100 LF	\$ 1.70	\$ 3,570.00
44	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	2100 LF	\$ 0.10	\$ 210.00
45	Silt Fence or Silt Fence Ditch Check, Removal of Device	2100 LF	\$ 0.10	\$ 210.00
46	Stabilized Construction Entrance by SY	420 SY	\$ 7.80	\$ 3,276.00
47	Inlet Production Device, Installation	3 EA	\$ 150.00	\$ 450.00
48	Inlet Protection Device, Maintenance	3 EA	\$ 10.00	\$ 30.00
Division 11,020 - Mobilization				
49	Mobilization	1 LS	\$ 49,566.00	\$ 49,566.00
Division 11,050 - Concrete Washout				
50	Concrete Washout	1 LS	\$ 150.00	\$ 150.00
TOTAL OF BID				\$ 1,487,135.00

This bid schedule accompanies the bid proposal of

TOP GRADE EXCAVATING, INC.

J.V.

400.7 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.

400.8 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 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)
- C. Signed SRF Forms:
 - Attachment 1 Certification of Non-Segregated Facilities
 - Attachment 2 Certification Regarding Debarment, Suspension, Other Responsibility Matters
 - Attachment 3 Disadvantaged business Enterprise (DBE) Solicitation
 - Attachment 4 DBE Subcontractor Performance Form (*not required if no DBE is utilized*)
 - Attachment 5 DBE Subcontractor Utilization Form (*not required if no DBE is utilized*)
 - Attachment 10 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

400.9 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.

400.10 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 ten (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.

400.11 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

SECTION 00400

Page 6 of 6

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.

400.12 Addenda

The Bidder acknowledges receipt of the following addenda:

<u>ADDENDUM #1</u>	Dated: <u>7-21-25</u>
<u>ADDENDUM #2</u>	Dated: <u>7-23-25</u>
<u>ADDENDUM #3</u>	Dated: <u>8-14-25</u>
_____	Dated: _____

400.13 Signatures

Contractor:

TOP GRADE EXCAVATING, INC Dated: 8-21-25

Contractor Name

971 9TH AVE NW
Street (Business Location)

FARLEY
City

IOWA 52046
State Zip

[Signature] Dated: 8-21-25
Signature

JASON VORWARD V.P.
Title

The Bidder's State of IA does () / does not () utilize a percentage preference for in-state Bidders. The amount of preference is N/A percent.

==== END OF SECTION 00400 ===

Attachment 1

SRF Required Front-End Specifications

(This form must be completed and signed by Prime Contractor and submitted with the bid.)

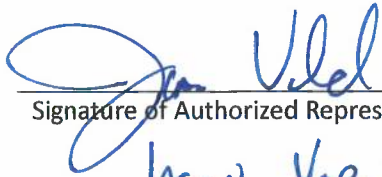
U.S. Environmental Protection Agency Certification of Non-Segregated Facilities

(Applicable to contracts, subcontracts, and agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES

A Certification of Non-segregated Facilities, as required by the May 9, 1967, order (33 F.R. 7808, May 28, 1968) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).



Signature of Authorized Representative

JASON VORWARD

Printed Name

7-24-25

Date

VICE PRESIDENT

Title

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

EPA-7 5720-4.2

Attachment 2

SRF Required Front-End Specifications

(This form must be completed and signed by the Prime Contractor and submitted with the bid.)

Debarments and Suspensions

Any bidder or equipment supplier whose firm or affiliate is listed in on the U.S. General Services Administration Excluded Parties List will be prohibited from the bidding process. The excluded parties records search engine is located at the System for Award Management (SAM) website: <https://sam.gov>. Pursuant to 2 CFR Part 180, as supplemented by 2 CFR 1532, any entity submitting a bid while the SAM website lists that entity as having an active exclusion will be determined by the DNR to be a non-responsive bidder and will not be able to receive SRF funding.

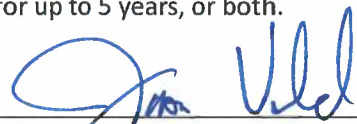
United States Environmental Protection Agency Washington, DC 20460

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U SC Sec. 10 01, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.



Signature of Authorized Representative

JASON VORWARD

Printed Name

7-24-25

Date

VICE PRESIDENT

Title

☐ I am unable to certify to the above statements. My explanation is attached.

Attachment 3
SRF Required Front End Specifications

(This form must be completed and signed by Prime Contractor and submitted with the bid.)

Disadvantaged Business Enterprise (DBE) Solicitation

It is EPA's policy that recipients of EPA financial assistance through the State Revolving Fund programs award a "fair share" of subagreements to small, minority and women-owned businesses, collectively known as Disadvantaged Business Enterprises (DBEs). Iowa's Fair Share goals are:

	Minority-Owned Business Enterprise (MBE) Goal	Women-Owned Business Enterprise (WBE) Goal
Construction	1.7%	2.2%
Supplies	0.6%	5.6%
Services	2.5%	11.3%
Goods/Equipment	2.5%	10.4%
Average	1.8%	7.4%

Only work performed by certified DBEs can be counted toward the goals. In Iowa, DBEs must be certified through the Iowa Department of Transportation (IDOT). Information on certification requirements and a list of certified DBEs is on the IDOT website at <https://secure.iowadot.gov/DBE/Home/Index/>.

Prime contractors' DBE requirements for SRF projects include:

- Taking affirmative steps for DBE participation
- Documenting the efforts and the proposed utilization of certified DBEs

PROJECT INFORMATION

SRF Applicant: CITY OF DUBUQUE Bidder: TOP GRADE EXCAVATING, INC
Address: 971 9TH AVE NW
City: FARLEY State: IA Zip: 52046
Contact Person: JASON VORWALD
Phone Number: 563-744-3416 Email: topgrade@tgexcavating.com
Check if Prime Contractor is: ☐ Minority-Owned ☐ Women-Owned N/A

1. Do you agree to use the good faith efforts checklist to ensure the DBEs have the opportunity to compete for procurements funded by EPA financial assistance funds?

☒ Yes ☐ No

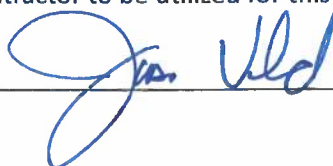
2. At this point in time, has the prime contractor begun to solicit work opportunities to subcontractors for this project?

☒ Yes ☐ No ☐ N/A

3. If yes, was a DBE chosen by the prime contractor to be utilized for this project?

☐ Yes ☒ No

Signature: _____



GOOD FAITH EFFORTS CHECKLIST

Please complete the checklist to determine if you have complied with the requirement to make good faith efforts to ensure that certified DBEs have the opportunity to compete for procurements funded by EPA financial assistance funds. Bidders/offerers must make good faith efforts prior to submission of bids/proposals.

1. Did you ensure that DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities?
☒ Yes ☐ No
2. Did you make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process? This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
☒ Yes ☐ No
3. Did you consider in the contracting process whether firms competing for large contracts could subcontract with DBEs? This will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
☒ Yes ☐ No
4. Did you encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually?
☒ Yes ☐ No
5. Did you use the services of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce to identify potential subcontractors?
☐ Yes ☒ No
6. List the potential DBE subcontractors that were contacted. Only list those that are certified through the Iowa Department of Transportation.

Name	How Contacted (e.g. letter, phone call, fax, e-mail)	Response (e.g. did not respond, not interested, not competitive)
SEVERAL (SEE ATTACHED LISTING)	EMAIL	DID NOT RESPOND EXCEPT FOR (SEE ATTACHED)
DIAMOND SOLUTIONS	EMAIL →	NOT INTERESTED
HARD ROCK SAWING	EMAIL →	NOT COMPETITIVE
TIEDT NURSERY	EMAIL →	NOT COMPETITIVE

From: Jason Vorwald

Sent: Wednesday, July 16, 2025 11:24 AM *

To: Topgrade <topgrade@tgexcavating.com>

Subject: Bid Solicitation - Water Main Systems Improvements 2024 North English Road Water Main Extension -Dubuque, Iowa - TOP GRADE EXCAVATING, INC

Sent to:

sar@aviationallianceinc.com; bcoleman@brprojectmgmt.com; btucker@btconstructiongroup.com; barb@barbarajsales.com; rupa@barupon.com; baselinesupply@gmail.com; jennifer.p@besterectors.com; tamara@bistatebarricade.com; barricades@netzero.com; amy@boylebuilt.com; kathy@boyswaterproducts.com; carlo@carloelectrical.com; guss@centrexelectric.com; darrell@chandlercampbelle.com; bhickman@chenhallstaffing.com; jonathan@coicompany.com; vlarose@civildesigninc.com; christina@clausenstructures.com; josie@collinsconcrete.net; rskinner@wbesales.com; ying@communitycpa.com; aonyewuc@compasscentral.com; sri@comtech-global.com; laura@constructionanchors.com; carlos@cscassd.com; kelly@cooperresourcesllc.com; juliaespey@courtlandllc.net; bcrowley@wi.rr.com; norbeck@cwise.com; dallasschwarz22@gmail.com; danielle@dameltransport.com; deb@danashtrucking.com; karna@davidsontrkg.com; wendy@shipdavisfreight.com; ddpatterson@delonginc.com; lcbensen@departure-media.com; depot.electric@gmail.com; aschmitt@dibuild.com; mmeyer@dsinc.pro; jmesa@dbuilds.com; dirty30iowa@gmail.com; jose@dtwrail.com; dnd@dndelectric.com; nell@doneriteconst.com; colleen@donovaninc.com; james@dormark.com; elliottrthreath@gmail.com; mckena.r25@gmail.com

Hello,

Please find attached information related to a project we will be submitting a bid on in Dubuque, Iowa. By this email, we are requesting that you provide a subquote that matches your construction specialty. If interested, please return that subquote prior to the day of the bid. Also, please return the required completed SRF forms for compliance with the terms of the instructions to bidders. Signatures are required specifically on Attachment 4 and other company information is necessary on Attachment 5. Please call me with questions.

Thank you.

Jason Vorwald
Top Grade Excavating, Inc.
971 9th Avenue NW
Farley, IA 52046
PH: 563-744-3416
FAX: 855-884-2769

Jason Vorwald

From: Michelle Meyer <mmeyer@dsinc.pro>
Sent: Monday, July 21, 2025 2:27 PM
To: Jason Vorwald
Subject: Re: Bid Solicitation - Water Main Systems Improvements 2024 North English Road
Water Main Extension -Dubuque, Iowa - TOP GRADE EXCAVATING, INC

I will not be submitting a quote for this project.

Thank you,

Michelle Meyer, president

Diamond Solutions, Inc

www.dsinc.pro

DBE certified in multiple states

On Jul 16, 2025, at 11:24 AM, Jason Vorwald <jvorwald@tgexcavating.com> wrote:

Hello,

Please find attached information related to a project we will be submitting a bid on in Dubuque, Iowa. By this email, we are requesting that you provide a subquote that matches your construction specialty. If interested, please return that subquote prior to the day of the bid. Also, please return the required completed SRF forms for compliance with the terms of the instructions to bidders. Signatures are required specifically on Attachment 4 and other company information is necessary on Attachment 5. Please call me with questions.

Thank you.

Jason Vorwald
Top Grade Excavating, Inc.
971 9th Avenue NW
Farley, IA 52046
PH: 563-744-3416
FAX: 855-884-2769

<21197 - Bid Specifications.pdf>

Attachment 4

SRF Required Front-End Specifications

(This form must be completed and signed by Prime and DBE Subcontractor for each subcontract and submitted with the bid.)

* If no DBE was chosen by the Prime Contractor to be utilized for this project, then this form is not required to be submitted.

Disadvantaged Business Enterprise Program DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name: _____

Project Name: _____

Bid/Proposal No.: _____ Assistance Agreement ID No. (if known): _____

Point of Contact: _____

Address: _____

Telephone No.: _____ Email: _____

Prime Contractor Name: _____

Issuing/Funding Entity: _____

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	NOT REQUIRED	
	J.V.	

DBE Certified by ☐ DOT ☐ SBA ☐ Other: _____

Meets/exceeds EPA certification standards? ☐ Yes ☐ No ☐ Unknown

¹A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certification as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

²Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

IA SRF6100-3

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

_____ Prime Contractor Signature	_____ Print Name
_____ Title	_____ Date
_____ Subcontractor Signature	_____ Print Name
_____ Title	_____ Date

Not Required
J.V.

IA SRF6100-3

Attachment 5
SRF Required Front-End Specifications

(This form must be completed and signed by Prime Contractor and submitted with the bid if utilizing DBE subcontractors.) *
If no DBE was chosen by the Prime Contractor to be utilized for this project, then this form is not required to be submitted.

Disadvantaged Business Enterprise Program DBE
Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or intended use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name: _____

Project Name: _____

Bid/Proposal No.: _____ Assistance Agreement ID No. (if known): _____

Point of Contact: _____

Address: _____

Telephone No.: _____ Email: _____

Issuing/Funding Entity: _____

I have identified potential DBE certified subcontractors ☐ Yes ☐ No

If yes, complete the table below. If no, explain: _____

Subcontractor Name/ Company Name	Company Address/Phone/Email	Estimated Dollar Amount	Currently DBE Certified?
			☐ Yes ☐ No
	Not Required		☐ Yes ☐ No
	J.V.		☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No

¹A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certification as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

²Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

IA SRF6100-4

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature

Print Name

Title

Date

IA SRF6100-4

Not
Required
J.V.

Attachment 10
SRF Required Front-End Specifications

(This form must be completed and signed by Prime Contractor and submitted with the bid.)

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT**

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020. EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to:

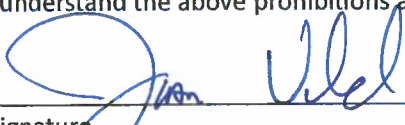
- (a) Procure or obtain, extend or renew a contract to procure or obtain;
- (b) Enter into a contract (or extend or renew a contract) to procure; or
- (c) Obtain the equipment, services, or systems that use "covered telecommunications equipment or services"

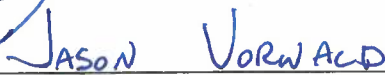
identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system.

Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list, website: <https://sam.gov>.

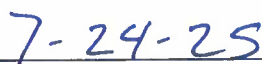
- (1) As described in Public Law 115-232, section 889, covered telecommunications equipment or services includes:
 - (i) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (iii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (2) Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:
 - (i) Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services to procure (enter into, renew or extend contracts) or obtain the equipment, services, or systems as described in 2 CFR 200.216.

I understand the above prohibitions and certify that the project will be in compliance with all the requirements.



Signature


Printed Name



Date


Title

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: 01/01/2011 to PRESENT Address: 971 9TH AVE NW
(mm/dd/yyyy) City, State, Zip: FARLEY, IA 52046

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.

NADoes 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: TOP GRADE EXCAVATING, INCSignature: [Signature] Date: 8-21-25

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 # 12.

ITEM TITLE:	Retail Alcohol License Refund - Gary Dolphin's Iron Bar and Grill
SUMMARY:	Request from Gary Dolphin's Iron Bar and Grill located at 3333 East 10th St. Suite 104 for a refund of Retail Alcohol License No. LC0046785 in the amount of \$406.25 due to change in ownership.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. Retail Alcohol Refund Request - Gary Dolphs Iron Bar and Grill

Trish Gleason

From: Clark, Stephanie <stephanie.clark@iowa.gov>
Sent: Friday, October 24, 2025 3:09 PM
To: Trish Gleason
Subject: Fwd: LC0046785 - Gary Dolphin's Iron Bar - License Refund

Caution! This message was sent from outside your organization. Never give your login information and password over email!

[Allow sender](#) | [Block sender](#) | [Report](#)

Correction - The amount is \$406.25. Sorry for the confusion

Thank you,

Stephanie Clark
Accounting Technician II
Financial Services Division
Iowa Department of Revenue
1918 SE Hulsizer Road, Ankeny IA 50021
515-281-7400 main
515-322-9267 mobile
Stephanie.Clark@iowa.gov
revenue.iowa.gov

This email message and any accompanying attachments contain information intended only for the specified individual(s) and may be confidential and protected. If you are not the intended recipient or have received this message in error, please: (1) do not read, print, copy, distribute, or use it in any way; (2) permanently delete or destroy the message (including any attachments); and (3) notify the sender immediately by email or telephone. Any unintended transmission of this email message does not constitute a waiver of any applicable privilege or protection. This message may contain informal opinions which are applicable only to the specific situation(s) referenced pursuant to the laws in existence at the time the opinion was issued. The Department may take a contrary position in the future. Any oral or written guidance or opinion given by Department personnel not pursuant to a Petition for Declaratory Order under Iowa Administrative Code 701—7.24 is not binding upon the Department.

----- Forwarded message -----

From: **Clark, Stephanie** <stephanie.clark@iowa.gov>
Date: Fri, Oct 24, 2025 at 3:07 PM
Subject: Fwd: LC0046785 - Gary Dolphin's Iron Bar - License Refund
To: <tgleason@cityofdubuque.org>

Hello City/County:

We have recently refunded the licensee for the state's portion of their license. Please see the email

below which advises the licensee that they must contact the city/county for the remaining portion of their refund.

If you have any questions, please contact me.

Thank you,

Stephanie Clark
Accounting Technician II
Financial Services Division
Iowa Department of Revenue
1918 SE Hulsizer Road, Ankeny IA 50021
515-281-7400 main
515-322-9267 mobile
Stephanie.Clark@iowa.gov
revenue.iowa.gov

This email message and any accompanying attachments contain information intended only for the specified individual(s) and may be confidential and protected. If you are not the intended recipient or have received this message in error, please: (1) do not read, print, copy, distribute, or use it in any way; (2) permanently delete or destroy the message (including any attachments); and (3) notify the sender immediately by email or telephone. Any unintended transmission of this email message does not constitute a waiver of any applicable privilege or protection. This message may contain informal opinions which are applicable only to the specific situation(s) referenced pursuant to the laws in existence at the time the opinion was issued. The Department may take a contrary position in the future. Any oral or written guidance or opinion given by Department personnel not pursuant to a Petition for Declaratory Order under Iowa Administrative Code 701—7.24 is not binding upon the Department.

----- Forwarded message -----

From: **Clark, Stephanie** <stephanie.clark@iowa.gov>
Date: Fri, Oct 24, 2025 at 3:06 PM
Subject: LC0046785 - Gary Dolphin's Iron Bar - License Refund
To: <gm@garydolphins.com>

Dear Licensee/Permittee:

We have recently mailed a state warrant to you in the amount of \$438.75 which was issued in payment of a refund on your Liquor License. You should receive the check in just a few days.

Please contact the City of Dubuque for their portion of the refund in the amount of \$438.75.

Please let us know if you should have any questions in regard to your refund.

Thank you,

Stephanie Clark

Accounting Technician II

Financial Services Division

Iowa Department of Revenue

1918 SE Hulsizer Road, Ankeny IA 50021

515-281-7400 main

515-322-9267 mobile

Stephanie.Clark@iowa.gov

revenue.iowa.gov



This email message and any accompanying attachments contain information intended only for the specified individual(s) and may be confidential and protected. If you are not the intended recipient or have received this message in error, please: (1) do not read, print, copy, distribute, or use it in any way; (2) permanently delete or destroy the message (including any attachments); and (3) notify the sender immediately by email or telephone. Any unintended transmission of this email message does not constitute a waiver of any applicable privilege or protection. This message may contain informal opinions which are applicable only to the specific situation(s) referenced pursuant to the laws in existence at the time the opinion was issued. The Department may take a contrary position in the future. Any oral or written guidance or opinion given by Department personnel not pursuant to a Petition for Declaratory Order under Iowa Administrative Code 701—4.7 is not binding upon the Department.

**City of Dubuque
City Council**

CONSENT ITEMS # 13.

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. Tobacco Staff Memo
3. Tobacco Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

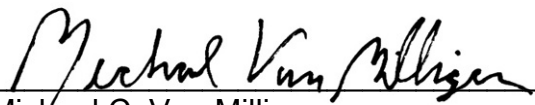
SUBJECT: Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications

DATE: October 28, 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 from November 15, 2025 to June 30, 2026, for the following retailers.

Business Name	Business Address	Permit Type
Downtown Gas & Grocery	1401 Central Ave.	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: October 27, 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 from November 15, 2025 to June 30, 2026, for the following retailers.

Business Name	Business Address	Permit Type
Downtown Gas & Grocery	1401 Central Ave.	Retail Tobacco

Prepared by: Trish Gleason, Assistant City Clerk

Prepared by Trish L. Gleason, Asst. City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100.
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100.

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 November 15, 2025, to June 30, 2026.

Business Name	Business Address	Permit Type
Downtown Gas & Grocery	1401 Central Ave.	Retail Tobacco

Passed, approved, and adopted this 3rd day of November, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 1.

ITEM TITLE:	Set Public Hearing on Comiskey Park Phase 2 Redevelopment Project and Initiate Public Improvement Bidding Process
SUMMARY:	City Manager recommending City Council preliminarily approve the construction plans and specifications with an estimated construction amount of \$3,376,900.00, adopt the resolution, initiate the bidding process, set the public hearing for November 17, 2025, and advertise bids for the Comiskey Park Phase 2 Redevelopment Project. RESOLUTION Comiskey Park Phase 2 Redevelopment 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 November 17, 2025
ATTACHMENTS:	
	1. MVM Memo 2. Staff Memo 3. Resolution 4. Notice of Public Hearing

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Set Public Hearing on Comiskey Park Phase 2 Redevelopment Project and Initiate Public Improvement Bidding Process

DATE: October 28, 2025

Parks and Recreation Director Matthew Kalcevich is recommending City Council preliminarily approve the construction plans and specifications with an estimated construction amount of \$3,376,900.00, adopt the resolution, initiate the bidding process, set the public hearing for November 17, 2025, and advertise bids for the Comiskey Park Phase 2 Redevelopment Project.

The City Council approved the Outdoor Recreation Legacy Partnership (ORLP) application for Reimagine Comiskey Phase 2 at their March 4, 2024 City Council meeting and approved the grant agreement after grant award at their September 15, 2025.

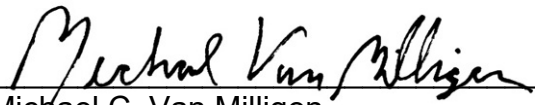
Outdoor Recreation Legacy Partnership (ORLP) funding will support recreational improvements at Comiskey Park in Dubuque, Iowa. National Park Service (NPS) resources will benefit people who live in Census Tract 19061000500, with 24.1% poverty (compared to 12.5% nationally), a median household income of \$37,952 (less than the national level of \$75,149), and a significant minority population (23.7%). Federal investment will support:

- Construction of two additional full-size basketball courts;
- Development of new shaded picnic areas;
- Replacement of an older basketball court, skate spot, and tennis court with a multi-use playing field;
- Building trails throughout the park;
- Establishment of a new park entryway;
- Creation of a 53-stall parking lot; and
- Additional landscaping including trees and native plantings

The City Council approved \$1,697,000 in G.O. Debt funding (Greater Downtown TIF) for the Comiskey Park Phase 2 redevelopment in the current FY 26 budget. The FY 26 budget amendment #1 contained \$6,848 needed to match the final grant award. CDBG funding in the amount of \$276,851 has been used for planning and design with expenses retroactive to the project. This allowed the fast turnaround from receiving the

grant agreement. The city funding is being used to match the \$1,980,699 National Park Service Outdoor Recreation Legacy grant.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Matthew Kalceвич, Parks and Recreation Director
Marie Ware, Acting Project and Facilities Manager
Jenny Larson, Chief Financial Officer
Steve Fehsal, Park Division Manager

TO: Michael C. Van Milligen, City Manager
FROM: Matthew K. Kalcevich, Parks and Recreation Director
DATE: October 27, 2025
RE: Set Public Hearing on Comiskey Park Phase 2 Redevelopment Project and Initiate Public Improvement Bidding Process

INTRODUCTION

This memorandum requests the City Council set the public hearing and initiate the bid process for the Comiskey Park Phase 2 Redevelopment Project.

BACKGROUND

Reimagine Comiskey Phase 1 project included a new playground, splash pad, a basketball court, walkway additions, seating walls, park amenities like litter receptacles, bike racks, picnic tables, etc., one small and one larger shade picnic shelters, trees, landscaping, bioswale, native seeding, and other improvements. June 29, 2023 Reimagine Comiskey Park Phase 1 opened to the public.

The Phase 1 project had a variety of funding sources. The City of Dubuque was awarded a \$508,000 Land and Water Conservation Fund Outdoor Recreation Legacy Partnership Program grant from the National Park Service to expand outdoor recreational opportunities in the park. That grant was matched with City of Dubuque capital improvement funding in the amount of \$1,393,545 and Housing and Urban Development Community Development Block grant funding in the amount of \$429,480. The Wellmark Foundation awarded the project \$100,000 as a part of Wellmark's Large MATCH Grant Program, used toward the addition of a splash pad and expansion of basketball courts at the park and a \$25,000 America In Bloom/CN EcoConnexions From the Ground Up grants for trees, native forbes, and grass seed, shrubs, and flowers. The total project cost of Phase 1 was \$2,456,025.

During Phase 1 construction staff began searching for grants to assist with Phase 2 funding. The Outdoor Recreation Legacy Partnership (ORLP) program assisted in funding Phase 1. Prior to round 7 funding, communities were not eligible to reapply for a second grant on the same property. The round 7 Notice of Funding Opportunity (NOFO) for ORLP was changed to allow this, making it a grant that could be sought

again. The City Council approved the ORLP application for Reimagine Comiskey Phase 2 at their March 4, 2024 City Council meeting and approved the grant agreement after grant award at their September 15, 2025.

DISCUSSION

Outdoor Recreation Legacy Partnership (ORLP) funding will support recreational improvements at Comiskey Park in Dubuque, Iowa. National Park Service (NPS) resources will benefit people who live in Census Tract 19061000500, with 24.1% poverty (compared to 12.5% nationally), a median household income of \$37,952 (less than the national level of \$75,149), and a significant minority population (23.7%). Federal investment will support:

- Construction of two additional full-size basketball courts;
- Development of new shaded picnic areas;
- Replacement of an older basketball court, skate spot, and tennis court with a multi-use playing field;
- Building trails throughout the park;
- Establishment of a new park entryway;
- Creation of a 53-stall parking lot; and
- Additional landscaping including trees and native plantings

Rehabilitation of Comiskey Park will complete the transformation of this well-loved and well-used public space. The proposed improvements are a result of the extensive [“Re-Imagine Comiskey” community engagement process](#) (supported with a previous ORLP grant) that involved input sessions, focus groups, community surveys, and a music-infused Hip Hop PARKitecture workshop designed for children ages 10-17. Key planning participants included local neighborhood associations, the Dubuque Community School District youth, youth organizations, and non-profit community partners.

Community Development Block Grant funding was used for the work by the architectural and engineering consultant to prepare the bid specifications. These funds are administered by the Housing and Community Development Department.

Saiki Design has prepared 100% plans and specifications for the park redevelopment. The plans and specifications have been reviewed and approved by the City’s Development Review Team.

PROJECT SCHEDULE

Initiate Public Bidding Process and	
Publish Notice to Bidders, Advertise for Bids	November 3, 2025
Notice of Public Hearing on Plans and Specs	November 4, 2025
Public Hearing on Plans and Specs	November 17, 2025
Receipt of Bid Proposals	November 24, 2025

BUDGET IMPACT

The City Council approved \$1,697,000 in G.O. Debt funding (Greater Downtown TIF) for the Comiskey Park Phase 2 redevelopment in the current FY 26 budget. The FY 26 budget amendment #1 contained \$6,848 needed to match the final grant award. CDBG funding in the amount of \$276,851 has been used for planning and design with expenses retroactive to the project. This allowed the fast turnaround from receiving the grant agreement. The city funding is being used to match the \$1,980,699 National Park Service Outdoor Recreation Legacy grant. The estimate of probable cost prepared by Saiki Design for the construction portion of the project is as follows:

Construction Estimate	\$ 3,376,900
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The total current project budget available for construction and design, engineering and construction inspection costs is as follows:

Project Number 3049900001	\$3,961,397
Relmagine Comiskey Development	

RECOMMENDATION

I respectfully request Mayor and City Council preliminary approval of the construction plans and specifications, adopt the resolution, initiate the bidding process, set the public hearing for November 17, 2025, and advertise bids for the Comiskey Park Phase 2 Redevelopment Project.

Prepared by Marie L. Ware, Acting Project and Facilities Manager

cc: Jenny Larson, Chief Financial Officer
Steve Fehsal, Park Division Manager

RESOLUTION NO. -25

COMISKEY PARK PHASE 2 REDEVELOPMENT 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 Comiskey Park Phase 2 Redevelopment Project in the estimated construction amount of \$3,376,900.00, 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 17th day of November, 2025, at 6:30 p.m. in the Historic Federal Building Council Chambers 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 Comiskey Park Phase 2 Redevelopment 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 Acting Project & Facilities Manager is hereby directed to advertise for bids for the construction of the improvements herein provided, by publishing the Notice to Bidders to be published on the City of Dubuque website, 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 24th day of November 2025. Bids shall be opened and read by the Acting Projects & Facilities Manager at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 1st day of December 2025, in the Historic Federal Building Council Chambers 350 West 6th Street, Dubuque, Iowa.

Passed, adopted and approved this the 3rd day of November 2025.

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breittfelder, City Clerk

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 17th day of November, 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 will consider the proposed plans, specifications, form of contract, and estimated cost for the Comiskey Park Phase 2 Redevelopment Project. Said proposed plans, specifications, form of contract and estimated cost are now on file in the office of the City Clerk.

The scope of the project is as follows:

The extent of the work involved is demolition of existing features, site grading, erosion control, sidewalks, HMA pavement parking lot with curb and gutter, decorative and functional pavement marking, basketball courts, lighting, electrical wiring including conduit, storm sewer, water service and drinking fountains, existing park shelter new roof and downspout modifications, new entry canopy for park shelter, existing fence modifications, landscape plantings, new park shelters, site furnishings, new park entry signage, and seatwalls.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official agenda will be posted the Friday before the meeting and will contain public input options. The City Council agenda can be accessed at <https://cityofdubue.novusagenda.com/AgendaPublic/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubue.org.

Written comments regarding the above public hearings may be submitted to the City Clerk's Office via email at ctyclerk@cityofdubue.org or by mail to City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, IA 52001, before said time of public hearing. At said time and place of public hearings the City Council will receive any written comments.

Copies of supporting documents for the public hearings are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

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

Published by order of the City Council given on the 4th day of November 2025.

Adrienne N. Breitfelder, City Clerk

**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.

Investment and Cash Management Oversight Advisory Commission

One, 3-Year term through July 1, 2028 (Expired term of Ruden)

Applicant:

Gary Ruden, PO Box 835 – Physical Address Verified

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Overview sheet
2. Investment and Cash Management Oversight Advisory Commission Applicant
3. Details and Openings

**APPLICATIONS FOR THE CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For the Council Meeting on,
Monday, November 3, 2025
6:30 p.m., Historic Federal Building, 350 W. 6th Street**

APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS MEETING.

Investment and Cash Management Oversight Advisory Commission

One, 3-Year term through July 1, 2028 (Expired term of Ruden)

Applicant:

Gary Ruden, PO Box 835 – Physical Address Verified

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](#); [Brian DeMoss](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 10/9/2025 2:10:26 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, Investment and Cash Management Oversight Advisory Commission
Commission, or
Committee
applying for:

Name: Gary L Ruden

Pronunciation: Roo-den

Street Address: P.O. Box 835
You must live
within the

Dubuque city
limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52004

Preferred Phone Number: 5635824865

Email Address(es): rudyrfc@aol.com

How did you hear about City of Dubuque Boards and Commission? Other:

If other, please specify: Current Chair

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? Investment & Cash Management Advisory Commission (ICMAC)

Have you served on a Board, Commission, or Committee before?

Yes

If yes, which? Investment & Cash Management Advisory Commission (ICMAC)

Why are you interested in applying for this Present Committee Chair and 28+ yr on the IOAC/ICMAC

Board or
Commission?

Describe your
experiences
(professional,
personal, or
volunteer), skills,
and /or education
that have
prepared you for
service on this
Board or
Commission?

Over my lifetime I have held various positions from paper carrier (Dubuque Advertiser & Telegraph Herald) to delivery person (Family Beer Store) to auto detailer (Roshek-Doss & Ron Ruden Automart) continuing through college in maintenance with (Dubuque Community School District & Dubuque Packing Co).
Upon College graduation I was employed as the Asst Store Mgr at FW Woolworth in College Station, TX prior to accepting the Regional Sales Director position w/ The APEX Bag Co of Wapakoneta, OH covering IA, IL & WI before starting my 36+ year career in Financial Services industry with (Life Investors Ins Co/AEGON USA which evolved into today (CreativeOne Securities/TPMG Group).

List two
professional
references:
(Examples:
employer,
coworker, client,
vendor, mentor,
volunteer
organizer, etc.))

Brian DeMoss Finance Mgr City of Dubuque (563)589-4133

***Others available on request

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):

Gary L Ruden

Date:

10/06/2025

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	Ron	Vaughn	9/14/29
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	Julie	Bockenstedt	4/6/27
Public Member 5	Otto	Krueger	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	Daniel	Scott	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: Resolution Approving an Assignment of Development Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC

SUMMARY: Proof of publication on notice of public hearing to consider City Council adopt the attached Resolution approving the Assignment of Development Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC, and City Manager recommending approval.
RESOLUTION Approving An Assignment Of The Development Agreement By And Between The City Of Dubuque And Franklin Investments, LLC To Franklin Apartments, LLC

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

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Assignment of Development Agreement
4. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Approving an Assignment of Development Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC

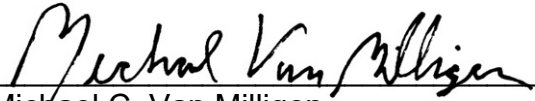
DATE: October 27, 2025

Economic Development Director Jill Connors is recommending City Council adopt the attached Resolution approving the Assignment of Development Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC.

The City of Dubuque, Iowa (City), and Franklin Investments, LLC, operated by local developer Gary Carner, entered into a Development Agreement dated April 4, 2011, for the redevelopment of 39 Bluff Street including the creation of 21 new residential rental units (the Agreement). The Agreement included a Downtown Rehabilitation Grant, a Downtown Housing Creation Grant, a Downtown Rehabilitation Loan, and a 15-year tax increment financing incentive. The Agreement is still in effect and terminates on June 1, 2028.

The initial rehabilitation and housing creation project at 39 Bluff Street is now complete. Franklin Investments, LLC intends to sell the property at 39 Bluff to Franklin Apartments, LLC, operated by local developer Jeff Manders. As part the real estate purchase, Franklin Investments, LLC will assign the terms and conditions of the Development Agreement to Franklin Apartments, LLC, which agrees to be bound by said terms and conditions. The assignment of the Development Agreement requires the consent of the City Council of the City of Dubuque.

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: Jill M. Connors, Economic Development Director

SUBJECT: Resolution Approving an Assignment of Development Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC

DATE: October 27, 2025

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached Resolution approving an Assignment of Development Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC.

BACKGROUND

The City of Dubuque, Iowa (City), and Franklin Investments, LLC, operated by local developer Gary Carner, entered into a Development Agreement dated April 4, 2011 for the redevelopment of 39 Bluff Street including the creation of 21 new residential rental units (the Agreement). The Agreement included a Downtown Rehabilitation Grant, a Downtown Housing Creation Grant, a Downtown Rehabilitation Loan, and a 15-year tax increment financing incentive. The Agreement is still in effect and terminates on June 1, 2028.

DISCUSSION

The initial rehabilitation and housing creation project at 39 Bluff Street is now complete. Franklin Investments, LLC, operated by local developer Gary Carner, intends to sell the property at 39 Bluff to Franklin Apartments, LLC, operated by local developer Jeff Manders. As part the real estate purchase, Franklin Investments, LLC will assign the terms and conditions of the Development Agreement to Franklin Apartments, LLC, which agrees to be bound by said terms and conditions. The assignment of the Development Agreement requires the consent of the City Council of the City of Dubuque.

BUDGET IMPACT

There is no budget impact for City consent of the Assignment of Development Agreement.

RECOMMENDATION

I recommend, following the public hearing, the City Council adopt the attached Resolution approving the Assignment of Development Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC.

ASSIGNMENT OF DEVELOPMENT AGREEMENT

**RE: Lot 2-1 & 2-2 of City Lot 595 City Lots 596, 597, & 597A, Lot 2-1-2 & 2-2 of City Lot 600 & Lots 3 thru 6 of City Lot 600 in the City of Dubuque, Iowa
(the "Real Estate");**

This Assignment of Development Agreement is made effective on the ____th day of November, 2025 (the "Effective Date"), and is entered into by Franklin Investments, LLC ("Assignor"), and Franklin Apartments, LLC ("Assignee").

RECITALS

- A. Assignor is the Developer under a Development Agreement with the City of Dubuque, Iowa ("City") dated April 4, 2011 (the "Development Agreement");
- B. The Development Agreement specifies various rights and obligations of the Assignor and the City related to the development of the Real Estate;
- C. Assignor desire to assign all of its interest in and to the Development Agreement to Assignee and Assignee desires to accept such assignment and agrees to be bound by the terms thereof;
- D. The assignment by Assignor to Assignee hereunder is permanent and complete as of the Effective Date;
- E. The City has authorized this Assignment of the Development Agreement ; and,
- E The parties desire to reduce this Assignment to writing.

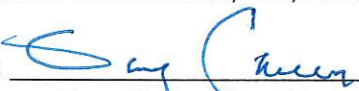
THEREFORE, Assignor hereby assigns to Assignee the Development Agreement pursuant to the following terms and conditions:

1. Assignment. Assignor hereby assigns to Assignee, and Assignee hereby accepts from Assignor, this assignment of the Development Agreement, which assignment

includes all rights and obligations of any sort whatsoever of Assignor thereunder such that, upon acceptance hereof by Assignee, Assignor shall have no right, obligation or interest whatsoever in and to the Development Agreement as of the Effective Date.

2. Law/Binding Effect. This Assignment shall be governed by and construed in accordance with the laws of the State of Iowa. This Assignment shall be binding upon the parties hereto and their respective successors in interest and assigns. In the event of a breach of this Assignment the non-breaching party shall be entitled to all rights and remedies at law or equity and shall be entitled to recover reasonable attorneys' fees incurred due to the breach.
3. Affirmation. The parties hereby affirm the Development Agreement in all respects, except that hereafter the Developer thereunder shall be the Assignee; in all other respects, the Development Agreement shall remain in full force and effect according to its terms.

Franklin Investments, LLC, Assignor

By: 
Gary Carner, President

STATE OF IOWA)
COUNTY OF DUBUQUE) ss:

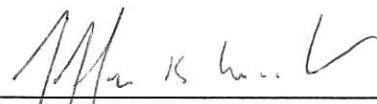
This instrument was acknowledged before me on October 9, 2021, by Gary Carner, President of Franklin Investments, LLC.



D. FLINT DRAKE
Commission No. N136711
My Commission Expires
9/20/2027

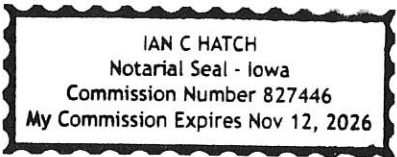

Notary Public in and for
State of Iowa

Franklin Apartments, LLC

By: 
Jeff Manders, President

STATE OF IOWA)
COUNTY OF _____) ss:

This instrument was acknowledged before me on October 10, 2025, by Jeff Manders, as President of Franklin Apartments, LLC.



[Signature]
Notary Public in and for
State of Iowa

City of Dubuque, Iowa
Consenting to the Assignment Herein

By: _____
Its _____

STATE OF IOWA)
COUNTY OF _____) ss:

This instrument was acknowledged before me on _____, by
_____, as _____ of the City of Dubuque, Iowa.

Notary Public in and for
State of Iowa

RESOLUTION NO. ____-25

APPROVING AN ASSIGNMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND FRANKLIN INVESTMENTS, LLC TO FRANKLIN APARTMENTS, LLC

Whereas, Franklin Investments, LLC entered into a Development Agreement dated, April 4, 2011, with the City of Dubuque, Iowa, providing certain rights and obligations with respect to the property legally described as follows:

Lot 2-1 & 2-2 of City Lot 595 City Lots 596, 597, & 597A Lot 2-1-2 & Lot 2-2 of City Lot 600 & Lots 3 Thru 6 of City Lot 600 in the City of Dubuque

Locally known as 39 Bluff Street (the Property); and

Whereas, Franklin Investments, LLC intends to assign its rights under the Development Agreement to Franklin Apartments, LLC pursuant to an Assignment of Development Agreement, attached hereto; and

Whereas, Franklin Apartments, LLC in the Assignment of Development Agreement agrees to be bound by all of the terms and conditions of the Development Agreement; and

Whereas, the City Council, by Resolution No. 340-25, dated October 20, 2025, declared its intent to approve the Assignment of Development Agreement; and

Whereas, pursuant to published notice, a public hearing was held on the proposed Assignment of Development Agreement on November 3, 2025 at 6:30 p.m.; and

Whereas, it is the determination of the City Council that approval of the Assignment of Development Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC, according to the terms and conditions set out in the Assignment of Development Agreement, is in the best interests of the City of Dubuque.

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

Section 1. The Assignment of Development Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC is hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute the Assignment of Development Agreement on behalf of the City of Dubuque.

Section 3. The City Manager is authorized to take such actions as are necessary to comply with the terms of the Assignment of Development Agreement as herein approved.

Passed, approved, and adopted this 3rd day of November, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 2.

ITEM TITLE:	Resolution Approving an Assignment and Assumption Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC
SUMMARY:	Proof of publication on notice of public hearing to consider City Council adopt the attached Resolution approving an Assignment and Assumption Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC, and City Manager recommending approval. RESOLUTION Approving An Assignment And Assumption Agreement Of The Downtown Rehabilitation Loan Agreement By And Between The City Of Dubuque, Iowa And Franklin Investments, LLC To Franklin Apartments, LLC For Property At 39 Bluff Street
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Assignment and Assumption Agreement 4. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Approving an Assignment and Assumption Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC

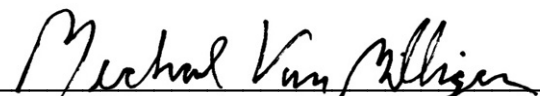
DATE: October 28, 2025

Economic Development Director Jill Connors is recommending City Council adopt the attached Resolution approving an Assignment and Assumption Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC.

The City of Dubuque, Iowa (City), and Franklin Investments, LLC, operated by local developer Gary Carner, entered into a Downtown Rehabilitation Loan Agreement dated December 21, 2020, for a \$300,000 loan related to the redevelopment of 39 Bluff Street including the creation of 21 new residential rental units (the Loan). The terms of the Loan were 3% interest amortized over 20 years with interest only payments for the first five years and \$2,000 forgiven against the Loan balance for each apartment created for a total forgiveness of \$42,000 (\$2,000 x 21 units). As collateral for the Loan, Franklin Investments, LLC granted to City a Mortgage recorded on March 29, 2021 as Instrument No. 2021-00004804.

The initial rehabilitation and housing creation project at 39 Bluff Street is now complete. Franklin Investments, LLC intends to sell the property at 39 Bluff to Franklin Apartments, LLC, operated by local developer Jeff Manders. As part the real estate purchase, Franklin Investments, LLC has agreed to the Loan to Franklin Apartments, LLC and Franklin Apartments, LLC has agreed to assume the loan under the existing terms. The Loan requires consent of the City Council of the City of Dubuque for any assignment from Franklin Investments, LLC.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director
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: Jill M. Connors, Economic Development Director

SUBJECT: Resolution Approving an Assignment and Assumption Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC

DATE: October 27, 2025

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached Resolution approving an Assignment and Assumption Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC.

BACKGROUND

The City of Dubuque, Iowa (City), and Franklin Investments, LLC, operated by local developer Gary Carner, entered into a Downtown Rehabilitation Loan Agreement dated December 21, 2020, for a \$300,000 loan related to the redevelopment of 39 Bluff Street including the creation of 21 new residential rental units (the Loan). The terms of the Loan were 3% interest amortized over 20 years with interest only payments for the first five years and \$2,000 forgiven against the Loan balance for each apartment created for a total forgiveness of \$42,000 (\$2,000 x 21 units). As collateral for the Loan, Franklin Investments, LLC granted to City a Mortgage recorded on March 29, 2021 as Instrument No. 2021-00004804.

DISCUSSION

The initial rehabilitation and housing creation project at 39 Bluff Street is now complete. Franklin Investments, LLC intends to sell the property at 39 Bluff to Franklin Apartments, LLC, operated by local developer Jeff Manders. As part the real estate purchase, Franklin Investments, LLC has agreed to transfer the Loan to Franklin Apartments, LLC and Franklin Apartments, LLC has agreed to assume the loan under the existing terms. The Loan

requires consent of the City Council of the City of Dubuque for any assignment from Franklin Investments, LLC.

BUDGET IMPACT

There is no budget impact for City consent of the Assignment and Assumption Agreement. Since the loan has already been issued, Franklin Apartments, LLC will take over responsibility for the Loan.

RECOMMENDATION

I recommend, following the public hearing, the City Council adopt the attached Resolution approving the Assignment and Assumption Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC.

Assignment and Assumption Agreement

This Assignment and Assumption Agreement (the “Agreement”), effective as of November __, 2025 (the “Effective Date”), is by and between Franklin Investments, LLC (“Seller”) and Franklin Apartments, LLC, an Iowa limited liability company (“Purchaser”).

WITNESSETH:

Seller and Purchaser have entered into a certain Purchase Agreement dated effective as of October 1, 2025 (the “Purchase Agreement”), pursuant to which, among other things, Seller has agreed to assign all of its rights, title and interests in, and Purchaser has agreed to assume all of Seller’s duties and obligations under, the City Loan Documents (as defined below); and

Seller entered into a Downtown Rehabilitation Loan Agreement with the City of Dubuque, Iowa (“City”) dated December 21, 2020, in the original principal amount of \$300,000.00 (the “Downtown Rehabilitation Loan Agreement”);

As security for Seller’s obligations under the Downtown Rehabilitation Loan Agreement, Seller granted to City a Mortgage recorded in the records of the Dubuque County Recorder on March 29, 2021 as Instrument No. 2021-00004804 (the “City Mortgage”);

The Downtown Rehabilitation Loan Agreement and the City Mortgage shall collectively constitute the City Loan Documents;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption of City Loan Documents. Purchaser hereby assigns to Purchaser all of Seller’s right, title and interest in the City Loan Documents and Purchaser does hereby assume all of Seller’s rights and obligations under the City Loan Documents. Purchaser agrees to fully satisfy the obligations of Seller under the City Loan Documents in accordance with their terms. Purchaser shall defend, indemnify and hold harmless Seller from and against any liability, damages, causes of action, expenses and attorneys’ fees incurred by Seller by reason of the failure of Purchaser to fulfill, perform, discharge and observe the liabilities under the City Loan Documents, except that Purchaser shall have no liability for obligations accruing and payable under the City Loan Documents prior to the Effective Date. Seller shall defend, indemnify and hold harmless Purchaser from and against any liability, damages, causes of action, expenses, and attorneys’ fees incurred by Purchaser by reason of the failure of Seller to fulfill, perform discharge and observe any such liability prior to the Effective Date.

2. Further Documents and Instruments. From time to time, as and when requested by Seller, Purchaser shall execute and deliver such documents and instruments and shall take such further actions requested to more effectively assume the City Loan Documents or to otherwise give effect to this Agreement.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Iowa without giving effect to any choice or conflict of law provision or rule (whether of the State of Iowa or any other jurisdiction).

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Remainder of Page Intentionally Left Blank, Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

SELLER:

Franklin Investments, LLC

By: Gary Carner

Title: President

PURCHASER:

Franklin Apartmetns, LLC

By: Jeff Manders

Title: President

City of Dubuque, Iowa

Consenting to Assignment and Assumption

By: _____
Its _____

RESOLUTION NO. ____-25

APPROVING AN ASSIGNMENT AND ASSUMPTION AGREEMENT OF THE DOWNTOWN REHABILITATION LOAN AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND FRANKLIN INVESTMENTS, LLC TO FRANKLIN APARTMENTS, LLC FOR PROPERTY AT 39 BLUFF STREET

Whereas, the City of Dubuque, Iowa (City), and Franklin Investments, LLC entered into a Downtown Rehabilitation Loan Agreement dated December 21, 2020; and

Whereas, Franklin Investments, LLC granted to City a Mortgage recorded on March 29, 2021 as Instrument No. 2021-00004804; and

Whereas, Franklin Investments, LLC and Franklin Apartments, LLC have entered into a certain Purchase Agreement dated October 1, 2025, pursuant to which, Franklin Investments, LLC has agreed to assign all of its rights, title, and interests in, and Franklin Apartments, LLC has agreed to assume all of Franklin Investments, LLC's duties and obligations under the Downtown Rehabilitation Loan Agreement and Instrument No. 2021-00004804; and

Whereas, the City Council, Resolution No. 338-25, dated October 20, 2025, declared its intent to approve the Assignment and Assumption Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC; and

Whereas, pursuant to published notice, a public hearing was held on the proposed Assignment and Assumption Agreement on November 3, 2025 at 6:30 p.m.; and

Whereas, it is the determination of the City Council that approval of the Assignment and Assumption Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC, according to the terms and conditions set out in the Assignment and Assumption Agreement, is in the best interests of the City of Dubuque.

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

Section 1. The Assignment and Assumption Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC is hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute the Assignment and Assumption Agreement on behalf of the City of Dubuque.

Section 3. The City Manager is authorized to take such actions as are necessary to comply with the terms of the Assignment and Assumption Agreement as herein approved.

Passed, approved, and adopted this 3rd day of November, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 3.

ITEM TITLE: Resolution Approving a Subordination Agreement by and among the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank

SUMMARY: Proof of publication on notice of public hearing to consider City Council adopt the attached Resolution approving the Subordination Agreement by and between the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank, and City Manager recommending approval.
RESOLUTION Approving A Subordination Agreement By And Among The City Of Dubuque, Iowa, Franklin Apartments, LLC, And Premier Bank For Interest In City Property Located At 39 Bluff Street

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

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Subordination Agreement
4. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Approving a Subordination Agreement by and between the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank

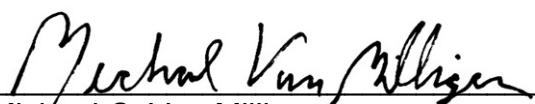
DATE: October 27, 2025

Economic Development Director Jill Connors is recommending City Council adopt the attached Resolution approving the Subordination Agreement by and between the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank.

The City of Dubuque and Franklin Investments, LLC, operated by local developer Gary Carner, entered into a Downtown Rehabilitation Loan Agreement dated December 21, 2020, for a \$300,000 loan related to the redevelopment of 39 Bluff Street including the creation of 21 new residential rental units. As collateral for the Loan, Franklin Investments, LLC granted to City a Mortgage recorded on March 29, 2021.

Franklin Apartments, LLC, operated by local developer Jeff Manders, intends to purchase the property at 39 Bluff Street. Premier Bank is financing the real estate purchase and requires a first secured position of repayment. Since the City Mortgage was recorded in 2021, the City currently has the first secured position. Historically, the City has consented to subordinating its secured position behind a primary lender. The primary lender will have a higher loan amount and therefore, more risk associated with its loan. The appraised value of the property to be purchased is \$2,789,000. This appraised value is above the City Mortgage and the Premier Bank loan amount.

I concur with the recommendation and respectfully recommend Mayor and City Council approval of the Subordination Agreement by and between the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank.


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: Jill M. Connors, Economic Development Director

SUBJECT: Resolution Approving a Subordination Agreement by and between the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank

DATE: October 27, 2025

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached Resolution approving a Subordination Agreement by and between the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank.

BACKGROUND

The City of Dubuque, Iowa (City), and Franklin Investments, LLC, operated by local developer Gary Carner, entered into a Downtown Rehabilitation Loan Agreement dated December 21, 2020, for a \$300,000 loan related to the redevelopment of 39 Bluff Street including the creation of 21 new residential rental units (the Loan). As collateral for the Loan, Franklin Investments, LLC granted to City a Mortgage recorded on March 29, 2021 as Instrument No. 2021-00004804 (the City Mortgage).

DISCUSSION

Franklin Apartments, LLC, operated by local developer Jeff Manders, intends to purchase the property at 39 Bluff Street. Premier Bank is financing the real estate purchase and requires a first secured position of repayment. Since the City Mortgage was recorded in 2021, the City currently has the first secured position. Historically, the City has consented to subordinating its secured position behind a primary lender. The primary lender will have a higher loan amount and therefore, more risk associated with its loan. The appraised value of the property to be purchased is \$2,789,000. This appraised value is above the City Mortgage and the Premier Bank loan amount.

RECOMMENDATION

I recommend, following the public hearing, the City Council adopt the attached Resolution approving the Subordination Agreement by and between the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank.

RESOLUTION NO. ____-25

APPROVING A SUBORDINATION AGREEMENT BY AND AMONG THE CITY OF DUBUQUE, IOWA, FRANKLIN APARTMENTS, LLC, AND PREMIER BANK FOR INTEREST IN CITY PROPERTY LOCATED AT 39 BLUFF STREET

WHEREAS, the City of Dubuque, Iowa, (City) and Franklin Investments, LLC previously entered into a Development Agreement dated April 4, 2011 and a Downtown Rehabilitation Loan Agreement dated December 21, 2020 (the Agreements) for the rehabilitation of 39 Bluff Street (the Project) legally described as follows:

Lot 2-1 & 2-2 of City Lot 595 City Lots 596, 597, & 597A Lot 2-1-2 & Lot 2-2 of City Lot 600 & Lots 3 Thru 6 of City Lot 600 in the City of Dubuque

(the Property); and

WHEREAS, the Agreements include the award of a \$300,000 Downtown Rehabilitation Loan (the Loan) for the purpose of stimulating reinvestment in the Greater Downtown Urban Renewal District; and

WHEREAS, the Project meets the requirements of the Loan; and

WHEREAS, as security for the Loan, Franklin Investments, LLC previously granted to City a mortgage on the Property (the City Mortgage); and

WHEREAS, Franklin Investments, LLC intends to assign its right to take title to the Property to Franklin Apartments, LLC pursuant to an Assignment of Development Agreement and Assignment and Assumption Agreement related to the Loan; and

WHEREAS, Franklin Apartments, LLC in the Assignment of Development Agreement and Assignment and Assumption Agreement agrees to be bound by all of the terms and conditions of the Development Agreement and the Loan; and

WHEREAS, Premier Bank is financing the purchase of the Property for Franklin Apartments, LLC which includes a mortgage (the Premier Bank Mortgage) and requires that the City Mortgage be subordinate to the Premier Bank Mortgage pursuant to a Subordination Agreement; and

WHEREAS, the City Council, by Resolution No. 339-25, declared its intent to

approve the Subordination Agreement by and among the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank; and

Whereas, pursuant to published notice, a public hearing was held on the proposed Assignment of Development Agreement on November 3, 2025 at 6:30 p.m.; and

Whereas, it is the determination of the City Council that approval of the Subordination Agreement by and among the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank, according to the terms and conditions set out in the Subordination Agreement, is in the best interests of the City of Dubuque.

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

Section 1. The Subordination Agreement by and among the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank is hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute the Subordination Agreement on behalf of the City of Dubuque.

Section 3. The City Manager is authorized to take such actions as are necessary to comply with the terms of the Subordination Agreement as herein approved.

Passed, approved and adopted this 3rd day of November, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

RESOLUTION NO. ____-25

APPROVING A SUBORDINATION AGREEMENT BY AND AMONG THE CITY OF DUBUQUE, IOWA, FRANKLIN APARTMENTS, LLC, AND PREMIER BANK FOR INTEREST IN CITY PROPERTY LOCATED AT 39 BLUFF STREET

WHEREAS, the City of Dubuque, Iowa, (City) and Franklin Investments, LLC previously entered into a Development Agreement dated April 4, 2011 and a Downtown Rehabilitation Loan Agreement dated December 21, 2020 (the Agreements) for the rehabilitation of 39 Bluff Street (the Project) legally described as follows:

Lot 2-1 & 2-2 of City Lot 595 City Lots 596, 597, & 597A Lot 2-1-2 & Lot 2-2 of City Lot 600 & Lots 3 Thru 6 of City Lot 600 in the City of Dubuque

(the Property); and

WHEREAS, the Agreements include the award of a \$300,000 Downtown Rehabilitation Loan (the Loan) for the purpose of stimulating reinvestment in the Greater Downtown Urban Renewal District; and

WHEREAS, the Project meets the requirements of the Loan; and

WHEREAS, as security for the Loan, Franklin Investments, LLC previously granted to City a mortgage on the Property (the City Mortgage); and

WHEREAS, Franklin Investments, LLC intends to assign its right to take title to the Property to Franklin Apartments, LLC pursuant to an Assignment of Development Agreement and Assignment and Assumption Agreement related to the Loan; and

WHEREAS, Franklin Apartments, LLC in the Assignment of Development Agreement and Assignment and Assumption Agreement agrees to be bound by all of the terms and conditions of the Development Agreement and the Loan; and

WHEREAS, Premier Bank is financing the purchase of the Property for Franklin Apartments, LLC which includes a mortgage (the Premier Bank Mortgage) and requires that the City Mortgage be subordinate to the Premier Bank Mortgage pursuant to a Subordination Agreement; and

WHEREAS, the City Council, by Resolution No. 339-25, declared its intent to

approve the Subordination Agreement by and among the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank; and

Whereas, pursuant to published notice, a public hearing was held on the proposed Assignment of Development Agreement on November 3, 2025 at 6:30 p.m.; and

Whereas, it is the determination of the City Council that approval of the Subordination Agreement by and among the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank, according to the terms and conditions set out in the Subordination Agreement, is in the best interests of the City of Dubuque.

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

Section 1. The Subordination Agreement by and among the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank is hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute the Subordination 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 Subordination Agreement as herein approved.

Passed, approved and adopted this 3rd day of November, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitsfelder, City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 4.

ITEM TITLE: Ambassador Court Storm Sewer Reconstruction Project
Public Hearing

SUMMARY: Proof of publication on notice of public hearing to consider
City Council adopt a resolution approving the plans,
specifications, form of contract and construction estimate of
\$128,830.50 for the Ambassador Court Storm Sewer
Replacement Project, and City Manager recommending
approval.
RESOLUTION Ambassador Court Storm Sewer
Replacement Project: Approval Of Plans, Specifications,
Form Of Contract, And Estimated Cost

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

ATTACHMENTS:

1. MVM Memo
2. 2025-10-21_AmbassadorCtStm-PubHearingMemo
3. AmbassadorCtStm - Council Initiate PH RESOLUTION

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

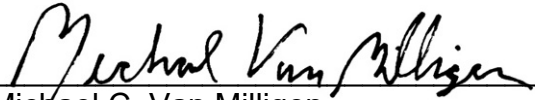
SUBJECT: Ambassador Court Storm Sewer Replacement Project Public Hearing
Project No. 5586500036

DATE: October 27, 2025

City Engineer Gus Psihoyos is recommending City Council adopt a resolution approving the plans, specifications, form of contract and construction estimate of \$128,830.50 for the Ambassador Court Storm Sewer Replacement Project.

This project provides for the extension of 380 feet of storm sewer along Embassy West Drive to address a drainage issue on Ambassador Court. The current drainage system for Ambassador Court is tasked with accommodating drainage from parts of Pennsylvania and Embassy West Drive. Due to capacity issues, stormwater overwhelms the existing storm sewer such that stormwater will flow out of the system and flood Ambassador Court from curb to curb and flood an adjacent home and neighboring properties. Also the street is impassable during major rainfall occurrences.

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
Maxwell O'Brien, Civil Engineer
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: October 21, 2025

SUBJECT: Ambassador Court Storm Sewer Replacement Project
Public Hearing
Project No. 5586500036

INTRODUCTION

This memorandum requests the City Council conduct a public hearing on November 6, 2025, for the Ambassador Court Storm Sewer Replacement Project.

DISCUSSION

This project provides for the extension of 380 feet of storm sewer along Embassy West Drive to address a drainage issue on Ambassador Court. The current drainage system for Ambassador Court is tasked with accommodating drainage from parts of Pennsylvania and Embassy West Drive. Due to capacity issues, stormwater overwhelms the existing storm sewer such that stormwater will flow out of the system and flood Ambassador Court from curb to curb and flood an adjacent home and neighboring properties. Also the street is impassable during major rainfall occurrences.

PROJECT SCHEDULE

The proposed schedule for the project is as follows:

Initiate Public Bidding Process & Notice of Public Hearing	October 20, 2025
Publish Notice to Bidders, Advertise for Bids	October 22, 2025
Pre Bid Meeting	October 30, 2025
Public Hearing on Plans & Specifications	November 3, 2025
Receipt of Bid Proposals (Bid-Letting)	November 6, 2025
Award Construction Contract	November 17, 2025
Substantial Completion	June 1, 2026
Final Project Completion Date	June 30, 2026

RECOMMENDATION

I recommend that the City Council conduct a public hearing and approve the plans, specifications, form of contract and construction estimate for the Ambassador Court Storm Sewer Replacement Project.

BUDGET IMPACT

The estimate of probable cost for the Ambassador Court Storm Sewer Replacement Project is summarized as follows:

<u>Description</u>	<u>Estimate</u>
Construction	\$ 128,830.50
Contingency (10%)	\$ 12,883.05
Engineering (15%)	\$ 19,324.58
Total Project Cost	<u>\$ 161,038.13</u>

The construction of the Ambassador Court Storm Sewer Replacement Project will be covered by the funding sources as described below:

Ambassador Court Storm Sewer Replacement Project Funding				
5586500036	Embassy West Storm Sewer Improvement			\$ 153,000.00
Total Project Funding				<u>\$ 153,000.00</u>

Any project construction overages would be covered through a future budget amendment request through the CIP and amounts shown below, if needed.

Future Budget Amendment Project Contingency Funding		
5586500001	Storm Sewer Replacements	\$ 8,038.13

ACTION TO BE TAKEN

I respectfully request the City Council approve the plans, specifications, form of contract and estimated cost for the Ambassador Court Storm Sewer Replacement Project through the adoption of the attached resolution.

Prepared by Maxwell O'Brien, Civil Engineer
cc: Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager

RESOLUTION NO. _____ -25

AMBASSADOR COURT STORM SEWER REPLACEMENT PROJECT

APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST

Whereas, the Ambassador Court Storm Sewer Replacement Project will provide for the extension of 380 feet of storm sewer along Embassy West Drive to address a drainage issue on Ambassador Court. The current drainage system for Ambassador Court is tasked with accommodating drainage from parts of Pennsylvania and Embassy West Drive. Due to capacity issues, stormwater overwhelms the existing storm sewer such that stormwater will flow out of the system and flood Ambassador Court from curb to curb and flooding adjacent homes; and

Whereas, the City Council, by Resolution No. 341-25, dated October 20, 2025, preliminarily approved the plans, specifications, form of contract, and estimated cost for the Ambassador Court Storm Sewer Replacement Project; and

Whereas, pursuant to published notice and published advertisement for bids, a public hearing was held on November 3, 2025, on the plans, specifications, form of contract, and estimated cost for the Ambassador Court Storm Sewer Replacement Project.

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

That the attached plans, specifications, form of contract and estimate of total cost for the Ambassador Court Storm Sewer Replacement Project in the estimated construction amount of \$128,830.50, are hereby approved.

Passed, adopted and approved this the 3rd day of November 2025.

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 5.

ITEM TITLE: Resolution Approving an Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and Pier Pressure Marine IA, Inc.

SUMMARY: Proof of publication on notice of public hearing to consider City Council adopt the attached Resolution approving the Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and Pier Pressure Marine IA, Inc., and City Manager recommending approval.
RESOLUTION Approving An Amended And Restated Lease Agreement By And Between The City Of Dubuque And Pier Pressure Marine IA, Inc. For Real Property In The City Of Dubuque, Iowa

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

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Amended and Restated Lease Agreement
4. Resolution of Approval
5. Public Input

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Approving an Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and Pier Pressure Marine IA, Inc.

DATE: October 28, 2025

Economic Development Director Jill Connors is recommending City Council adopt the attached Resolution approving the Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and Pier Pressure Marine IA, Inc.

Pier Pressure Marine IA, Inc. (Lessee) has been the tenant of the property located at 1201 Shiras Avenue Extension since executing an initial lease with the City of Dubuque on October 29, 1956. Lessee operates a marina along the Peosta Channel off the Mississippi River including such services as annual boat slip rentals, winter boat storage, full-service restaurant with indoor/outdoor dining, boating supplies/marine parts store, transient boat docks, live music events.

Staff discussions and negotiations have led to a proposed amended and restated lease agreement with the following key elements:

1. The Amended and Restated Lease will be in effect from January 1, 2029, to December, 2053.
2. The Leased Premises will be used only for the services and amenities described in Section 1.3, and no other purposes without the prior written consent of the City.
3. Rent will be 3% of gross sales of the prior calendar year.
4. Lessee will construct improvements on the Leased Premises as described in Exhibit B of the agreement within the timeframes set forth in that exhibit.
5. Upon termination of the lease, Lessee will be responsible for removing any of the new improvements if City so requests.

The Lessee Improvements mentioned in item 4 above include the following on the included schedule:

Phase I

To be commenced no later than January 1, 2029, and completed no later than April 1, 2030.

- Replace docks D and E with new docks.
- New shore-to-dock gangways with security doors.
- Finish parking lot improvements.
- Install security cameras and lighting on premises. Security cameras and lighting to cover all leased property.

Phase II

To be commenced no later than January 1, 2035, and completed no later than April 1, 2036.

- Build new masonry shower house.
- Replace outdoor pole sign.

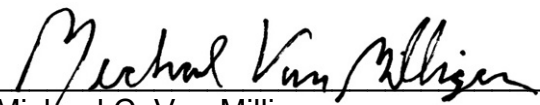
Phase III

To be commenced no later than January 1, 2037, and completed no later than April 1, 2038.

- Complete replacement or major rebuild of Docks I and J.
- Remove or repair Docks A, B, and C.

The Agreement increases rent income for the City by approximately 50% compared to the current lease, requires the Lessee to pay the real estate taxes on the property (a \$32,000 savings for the City), and replaces old language with new lease provisions to meet current requirements of the City.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director



Economic Development
Department
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: Jill M. Connors, Economic Development Director

SUBJECT: Resolution Approving an Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and Pier Pressure Marine IA, Inc.

DATE: October 28, 2025

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached Resolution approving an Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and Pier Pressure Marine IA, Inc.

BACKGROUND

Pier Pressure Marine IA, Inc. (Lessee) operates a marina along the Peosta Channel off the Mississippi River including such services as annual boat slip rentals, winter boat storage, full-service restaurant with indoor/outdoor dining, boating supplies/marine parts store, transient boat docks, live music events.

DISCUSSION

Knowing that Lessee's lease was scheduled to expire December 31, 2028, City staff ordered a Market Rent Analysis from a reputable firm in 3rd Quarter of 2024 to prepare for lease negotiations. The results of that analysis indicated that applying a static dollar value as a rent rate was not common practice for marinas and instead proposed using a percentage of gross sales as a basis for rent payments.

In March 2025, City staff communicated to Lessee that we would welcome a proposal for an extension of its lease. Lessee provided a proposal for lease renewal terms June 23, 2025. Staff discussions and negotiations have led to a proposed Amended and Restated Lease Agreement with the following key elements:

1. The Amended and Restated Lease will be in effect from January 1, 2029 to December, 2053.
2. The Leased Premises will be used only for the services and amenities described in Section 1.3, and no other purposes without the prior written consent of the City.
3. Rent will be 3% of gross sales of the prior calendar year.
4. Lessee will construct improvements on the Leased Premises as described in Exhibit B of the agreement within the timeframes set forth in that exhibit.
5. Upon termination of the lease, Lessee will be responsible for removing any of the new improvements if City so requests.

The Lessee Improvements mentioned in item 4 above include the following on the included schedule:

Phase I

To be commenced no later than January 1, 2029 and completed no later than April 1, 2030.

- Replace docks D and E with new docks.
- New shore-to-dock gangways with security doors.
- Finish parking lot improvements.
- Install security cameras and lighting on premises. Security cameras and lighting to cover all leased property.

Phase II

To be commenced no later than January 1, 2035 and completed no later than April 1, 2036.

- Build new masonry shower house.
- Replace outdoor pole sign.

Phase III

To be commenced no later than January 1, 2037 and completed no later than April 1, 2038.

- Complete replacement or major rebuild of Docks I and J.
- Remove or repair Docks A, B, and C.

The Agreement increases rent income for the City by approximately 50% compared to the current lease, requires the Lessee to pay the real estate taxes on the property (a \$32,000 savings for the City), and replaces old language with new lease provisions to meet current requirements of the City.

RECOMMENDATION/ ACTION STEP

I recommend, following the public hearing, the City Council adopt the attached Resolution approving the Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and Pier Pressure Marine IA, Inc.

**AMENDED AND RESTATED
LEASE AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA,
AND
PIER PRESSURE MARINE IA, INC.**

This Amended and Restated Lease Agreement (the "Lease") dated for reference purposes this _____ day of _____, 2025, between the City of Dubuque, Iowa, an Iowa municipal corporation ("Lessor"), and Pier Pressure Marine IA, Inc. (d.b.a. Dubuque Marina), an Iowa corporation ("Lessee").

Whereas, Lessor and Lessee currently lease the property shown on Exhibit A pursuant to a Lease and Agreement dated October 29, 1956, as amended and modified, Exhibit E; and

Whereas, Lessor and Lessee desire to amend and restate the Lease on the terms and conditions set forth herein, to be effective upon expiration of the term under the Lease and Agreement, which term shall end effective December 31, 2028.

Now, therefore, it is agreed by and between Lessor and Lessee that upon the execution of this Lease and approval by the City of Dubuque City Council, and upon expiration of the existing Lease and Agreement, this Amended and Restated Lease shall take effect January 1, 2029.

SECTION 1. DEMISE AND TERM.

1.1. In consideration of the rents hereinafter reserved and the terms, covenants, conditions and agreements set forth in this Lease, Lessor hereby leases to Lessee the real property described in Exhibit A attached hereto, together with the exclusive right to moor boats and docks along the entire waterfront of the Leased Premises and right of access in common with the public to the grass slopes, and made a part of this Lease (approximately 6.13 acres) (the "Leased Premises"), to have and to hold for an initial term commencing as of the 1st day of January, 2029, and ending at midnight on the 31st day of December, 2053 (the Initial Term), subject to all of the terms, covenants, conditions and agreements contained herein.

1.2. Use of Premises. Lessee acknowledges that the Leased Premises is currently zoned CR Commercial Recreation and shall only be used for permitted uses of that zoning ordinance and listed in Section 1.3 herewith.

1.3. Lessee further agrees that the Leased Premises shall be used only for the services and amenities described in this Section 1.3, and no other purposes without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

(1) Shower house, restroom, and laundry facilities for use by boating community.

- (2) Seasonal boat slips, covered and uncovered.
- (3) Large transient boat dock for use by boaters visiting the Yardarm or in need of service.
- (4) Pump out facilities.
- (5) On-property winter storage for boats.
- (6) Boat well and lift for put in / pull out service for boats up to 60 feet.
- (7) Full boat service department providing winterization and other routine service work and repairs.
- (8) Ship store to supply boaters' needs.
- (9) Wi-fi internet connectivity in the harbor.
- (10) Camping sites for recreational vehicles.
- (11) Indoor/outdoor food and beverage service/dining.
- (12) Fuel sales (at the sole discretion of Tenant)
- (13) Other ancillary services and amenities as are customary in a pleasure craft marina

SECTION 2. RENT, TAXES, AND OTHER PAYMENTS

2.1. Rent.

- (1) Lessee shall pay Lessor, in addition to taxes, fees (including but not limited to storm water fees), rates, charges, levies, assessments, and all other charges required to be paid under this Lease by Lessee, rent in the amount of Three Percent (3%) of gross sales of the prior calendar year in quarterly payments commencing on the 15th day of February, 2029, and on the first day of each April, July, and October thereafter during the term of this Lease or any extension thereof.
- (2) The term "gross sales" as used herein shall mean and include all cash or accrued receipts from the sale of goods, services, or merchandise by Lessee which originated in or were consummated through the operation on Leased Premises, but shall not include sales of gasoline, diesel fuels, or special motor fuels.
- (3) Lessee shall submit to the City a statement certified by a certified public

accountant showing the gross sales as herein defined for the preceding fiscal year, together with a remittance of the rent for the first quarter of the new year.

SECTION 3. TITLE TO IMPROVEMENTS AND TRADE FIXTURES

3.1. Trade Fixtures.

(1) For the purposes of this Lease, "Trade Fixtures" shall mean the personal property and equipment located on the Leased Premises used in Lessee's business, but not any Existing Improvements described in Section 4.

(2) Title to Lessee's Trade Fixtures is and shall be the sole and exclusive property of Lessee during the term of this Lease and shall remain the sole and exclusive property of Lessee after the expiration or termination of this Lease, for whatever reason. Lessor acknowledges and understands that it shall have no right, title or interest in or to Lessee's Trade Fixtures either during the term of this Lease, or thereafter (except as hereinafter provided). Lessor acknowledges and agrees that Lessee shall have the right to encumber, sell, or hypothecate Lessee's Trade Fixtures, to remove them from the Leased Premises, or to otherwise deal with all or any portion of such Lessee's Trade Fixtures, at Lessee's sole discretion. Upon ten (10) days' prior written notice to Lessor, Lessor shall execute and deliver to Lessee a certificate in recordable form prepared by Lessee stating that Lessor has no interest or right in or to Lessee's Trade Fixtures, as well as any other or further document which Lessee may reasonably request from Lessor. If Lessee elects to remove its Trade Fixtures, Lessee shall remove the Trade Fixtures not more than thirty (30) days after the expiration of this Lease Agreement; any Trade Fixture remaining on the Leased Premises after such thirty-day period become the property of Lessor.

SECTION 4. EXISTING IMPROVEMENTS; LESSEE IMPROVEMENTS

4.1 Existing Improvements. Existing Improvements are all buildings and other above-ground structures existing as of January 1, 2025, as shown on Exhibit A. The Existing Improvements consist of: A. Yardarm Restaurant building, including band bar addition, tiki bar, deck and fence; B. marina store/office/service building and adjacent security fence; C. shower house/laundry manufactured structure; D. aluminum can recycling collection shed; E. Utility services and any concrete pads associated with the campsites; F. boat well; and G. outdoor pole sign.

4.2. Lessee Improvements.

(1) Lessee shall construct on the Leased Premises new improvements or repairs as described, and in the timeframes stipulated, in Exhibit B (collectively, the "Lessee Improvements").

(2) Upon any termination of this Lease, by reason of any cause whatsoever, if any Lessee Improvements, except the new shower house to be constructed by Lessee, shall then be on the Leased Premises, Lessor may require Lessee at no cost to Lessor to remove any or all of such Improvements by delivering notice to Lessee not later than one hundred eighty days (180) prior to the expiration of the Lease, in which event Lessee shall remove the Lessee Improvements within thirty (30) days after the expiration of this Lease Agreement. Title to all Existing Improvements and Lessee Improvements is and shall be at all times vested in Lessor. No further deed or other instrument shall be necessary to confirm the vesting in Lessor of title to the Existing Improvements or Lessee Improvements.

(3) Plans for Construction of Lessee Improvements. Plan and specifications with respect to the construction of the Lessee 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 any covenants, conditions, restrictions, reservations, easements, liens and charges, applicable to the Leased Premises, in the records of Dubuque County, Iowa. Lessee shall submit to Lessor, for approval by Lessor, plans, drawings, specifications, and related documents with respect to the Lessee Improvements to be constructed by Lessee. All work with respect to the Lessee Improvements shall be in substantial conformity with the Construction Plans approved by Lessor.

(4) Upon request of Lessor, Lessee shall provide Lessor with evidence satisfactory to Lessor showing that the Lessee Improvements in this Section 4 have been completed.

4.3. Landscaping. Reasonable material landscaping or aesthetic improvements will be made by the Lessee as mutually agreed upon by the Lessor and Lessee. Lessee shall maintain all landscaping or aesthetic improvements to the reasonable satisfaction of Lessor.

SECTION 5. ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST

5.1. Lessee's Right to Encumber Leasehold Interest. Lessee may encumber by mortgage, deed of trust or other proper instrument, its leasehold interest and estate in the Leased Premises, together with all Existing Improvements or Lessee Improvements on the Leased Premises, as security for any indebtedness of Lessee, provided that no such encumbrance shall extend beyond the term of this Lease. Lessee shall provide prompt written notice to Lessor of any such encumbrance together with a copy of such encumbrance. In the event of any judicial or nonjudicial foreclosure under any mortgage, deed of trust or other similar instrument made by Lessee covering its leasehold interest in the Leased Premises, Lessor shall, upon such foreclosure or sale, recognize the purchaser thereunder as lessee under this Lease, provided such purchaser expressly agrees in writing to be bound by the terms of this Lease.

5.2. Notice to Holder of Encumbrance; Right of Holder to Cure Lessee's Default. If Lessee shall encumber its leasehold interest and estate in the Leased Premises and if Lessee, or the holder of the indebtedness, its successors and/or assigns (the Holder) secured by the encumbrance shall give notice to Lessor within 30 days thereafter of the existence of the encumbrance and the address of the Holder, then Lessor shall mail or deliver to the Holder, at such address, a duplicate copy of all notices in writing which Lessor may, from time to time, give or serve on Lessee under and pursuant to the terms and provisions of this Lease. The copies shall be mailed or delivered to the Holder at, or near as possible to, the same time the notices are given to or served on Lessee. The Holder may, at its option, at any time before the rights of Lessee shall be terminated as provided in this Lease, pay any of the rents due under this Lease or pay any taxes and assessments, or do any other act or thing required of Lessee by the terms of this Lease, or do any act or thing that may be necessary and proper to be done in the observance of the covenants and conditions of this Lease or to prevent the termination of this Lease; provided, however, that the doing of any act or thing requiring possession of the Leased Premises shall be subject to the further rights of Holder as set forth in 16.2. All payments so made and all things so done and performed by the Holder shall be effective to prevent a foreclosure of the rights of Lessee thereunder as the same would have been if done and performed by Lessee.

SECTION 6. TAXES.

6.1. Lessee agrees to pay to City an amount equal to real estate taxes upon the Leased Premises, including Existing Improvements and Lessee Improvements, 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.

6.2. During the term of this Lease, Lessee further agrees to pay all other taxes, fees (including but not limited to storm water fees), rates, charges, levies and assessments, general and special, of every name, nature and kind, whether now known to the law or hereafter created which may be taxed, charged, assessed, levied or imposed upon said real estate and which become payable during the term hereof (including taxes, fees (including but not limited to storm water fees), rates, charges, levies and assessments, general and special, of every name, nature and kind accrued during the Term but not due and payable until after the Term), and which would become delinquent if not so paid during the term hereof, any buildings or improvements thereon which may be taxed, charged, assessed, levied or imposed upon the leasehold estate hereby created and upon the reversionary estate in said real estate during the term hereof and which become payable during the term hereof and which would become delinquent if not so paid during the term hereof, and all such other taxes, fees, rates, charges, levies and assessments shall be paid by Lessee as they become due and before they become delinquent during the term hereof. If any such taxes, fees, rates, charges, levies and assessments shall be levied or assessed against any period of time prior to the commencement of the Term or after the expiration thereof, such taxes, fees, rates, charges, levies and assessments shall be prorated accordingly.

6.3. Lessee agrees to timely pay all taxes, fees, assessments or other public charges levied or assessed by lawful authority (but reasonably preserving Lessee's rights of appeal) against its personal property on the premises, during the term of this Lease.

6.4. Nothing herein shall require Lessee to pay any of Lessor's income taxes, surtaxes, excess profit taxes or any taxes on the rents reserved to Lessor hereunder.

6.5. Lessee shall at all times have the right to contest in good faith, in any proper proceedings, in the name of Lessor if necessary, the payment or satisfaction of any such taxes, fees, assessments, rates, charges or levies so agreed to be paid by Lessee, if the validity thereof, or the right to assess or levy the same against or collect the same from said Leased Premises, Existing Improvements or Lessee Improvements, shall be disputed. Upon the conclusion of any such suit or proceedings, or not less than three (3) months prior to the date when the right to redeem therefrom expires, whichever will be the earlier, Lessee shall promptly pay and satisfy such disputed tax, fee, assessment or other charge as finally determined, together with all expenses, costs and attorneys' fees whatsoever incurred in connection therewith.

SECTION 7. REPAIRS AND DREDGING.

7.1. Lessee shall at all times during the term of this Lease, at Lessee's own cost and expense, keep the Leased Premises and Lessee Improvements thereon, and all sidewalks, curbs, and all appurtenances to the Leased Premises, in good order, condition and repair, casualties and ordinary wear and tear excepted and to a condition consistent with other similarly classed operations and being reasonably satisfactory to Lessor. Lessee shall keep the Leased Premises in such condition as may be required by law and by the terms of the insurance policies furnished pursuant to this Lease, whether or not such repair shall be interior or exterior, and whether or not such repair shall be of a structural nature. Upon reasonable notice to Lessee, Lessor may, at its discretion and at its cost, conduct an annual inspection of the Leased Premises to determine Lessee's compliance with this Section 7.

7.2. Lessor shall have the right to require Lessee upon written notice to repair or remove any structure on the Leased Premises which Lessor determines does not comply with the requirements of this Section, and Lessee shall repair or remove, as the notice may require, any such structure within one-hundred twenty (120) days after receipt of such notice.

7.3 Lessor shall maintain the shoreline/rip rap on the Leased Premises until such time as Lessor repairs/replaces the shoreline/rip rap, as needed, in Lessor's sole discretion. Immediately following any repair/replacement of shoreline/rip rap, Lessee shall maintain the shoreline/rip rap.

7.4 Section 7.3 notwithstanding, Lessor shall have no obligation to Lessee for any maintenance expense of any kind on the Leased Premises.

7.5 With respect to dredging in the water as necessary to provide access to the Leased Premises, Lessor and Lessee shall collaborate in accordance with recent past practices, that is: the City shall continue to hold the dredging permit and , in coordination with the Lessee and as required by the occasional need for dredging, take the lead on applying for federal BIG grants, put out Request for Dredging Proposals, award dredging contracts, and bear all costs associated with these activities. Lessee shall be responsible for paying all costs associated with dredging, other than those paid by City, as set forth above. Notwithstanding any other provisions of this Lease, any dredging shall be at the discretion of Lessee.

SECTION 8. COMPLIANCE WITH LAW.

8.1. During the term of this Lease, Lessee shall comply with all local, state and federal laws applicable to Lessee's use of the Leased Premises, including but not limited to the Americans with Disabilities Act and the Iowa Smoke Free Air Act.

8.2. Lessee shall not commit waste on the Leased Premises except as necessary for its business purposes, and Lessee shall be liable for any damages to or destruction of any buildings or Existing Improvements on the Leased Premises resulting from waste. Lessee shall not remove any Existing Improvements on the Leased Premises except as allowed pursuant to this Lease. All trash, garbage and refuse of any kind shall be promptly removed from the Leased Premises by Lessee.

8.3. Lessee is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances which may apply to the performance of Lessee's obligations under this Agreement, including but not limited to the laws outlined in Exhibit D, and hereby represents and warrants that Lessee is in compliance with the same as of the Closing Date and further represents that during the Term Lessee will remain in compliance. Lessee shall require all contractors and subcontractors providing services under this Agreement shall also certify compliance with this Section.

Lessee further represents and warrants that Lessee 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 Lessee performs the Services, and Lessee agrees to maintain, at Lessee's sole expense, such required permits and licenses for the duration of the term(s) of this Agreement.

SECTION 9. USE OF LEASED PREMISES.

9.1. Lessee shall not knowingly use or allow the Leased Premises or any buildings or Lessee Improvements thereon or any appurtenances thereto, to be used or occupied for any unlawful purpose or in violation of any certificate of occupancy. Lessee shall not suffer any act to be done or any condition to exist within the Leased Premises or in any Lessee Improvement thereon, or permit any article to be brought therein, which is

dangerous, unless safeguarded as required by law, or which, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance in force with respect thereto.

SECTION 10. INSURANCE.

10.1. Lessee shall maintain during the term of this Lease insurance as set forth in the Lessor's standard Insurance Schedule for Lessees of Lessor Property, as such uniform, standardized schedule may from time to time be amended. The current Insurance Schedule is attached to this Lease Agreement as Exhibit C, Schedule Q. Lessor shall provide written notice of any amendment to the Insurance Schedule not less than sixty (60) days prior to the effective date of such amendment.

10.2. Lessee shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of Lessor shall furnish proof of insurance as follows):

Property insurance against loss and/or damage to Improvements under an insurance policy written on the Special Perils Form in an amount not less than the full insurable replacement value of Improvements naming City as a lender loss payable. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by Lessor. The term "replacement value" shall mean the actual replacement cost of Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of Lessor, but not more frequently than once every three years, and paid for by Lessee.

10.3. All insurance required by this Section shall be taken out and maintained in responsible insurance companies selected by Lessee which are authorized under the laws of the State of Iowa to assume the risks covered thereby or Lessee may at its election self-insure itself pursuant to the aforementioned guidelines. Lessee shall deposit annually by not later than July 1 of each year with Lessor a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Lessee shall furnish Lessor evidence satisfactory to Lessor that the policy has been renewed or replaced by another policy conforming to the provisions of this Section 9, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Lessee may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Lessee shall deposit with Lessor a certificate or certificates of the respective insurers as to the amount of coverage in force upon Improvements, provided, however, the specific limit shall not be impaired.

10.4. Lessee agrees to notify Lessor immediately in the case of damage exceeding \$100,000.00 in amount to, or destruction of, Trade Fixtures or Lessee Improvements or

any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance ("Net Proceeds"), shall be paid directly to Lessee, and Lessee shall forthwith repair, reconstruct and restore the Trade Fixtures or Lessee 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, or remove such Trade Fixtures or Lessee Improvements whether or not the Net Proceeds of insurance received by Lessee for such purposes are sufficient. Lessee shall apply the Net Proceeds of any insurance relating to such damage received by Lessee to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Leased Premises.

SECTION 11. LESSOR'S WARRANTIES AND REPRESENTATIONS

11.1. Lessor's Representation of Good Title. Lessor covenants and warrants that Lessor is lawfully seized in possession of the Leased Premises, and that it has full right and authority to enter into this Lease for the full term hereof, and covenants and agrees that upon paying the rent provided for herein, and upon Lessee's performing the covenants and agreements of this Lease required to be performed by said Lessee, that it will have, hold and enjoy quiet possession of the Leased Premises. Lessor warrants to Lessee that the Leased Premises are properly zoned for the conduct of the operation of Lessee's business.

11.2. Lessor makes no representations or warranties as to the condition, including environmental condition, of the Leased Premises and Lessee accepts the Leased Premises as is.

SECTION 12. LESSEE'S WARRANTIES AND REPRESENTATION.

12.1. Lessee Compliance With Law. Lessee shall comply with all applicable local, state and federal laws, rules, regulations and permits with regard to the Leased Premises and its use, occupancy and control of the Leased Premises.

12.2. Environmental Matters.

- (1) Lessee covenants and agrees that Lessor shall have no responsibility for or liability arising from any release of a Hazardous Substance which is caused by or results from Lessee, Lessee's use, occupancy or control of the Leased Premises, except for Lessor Hazardous Substances (any Hazardous Substance which leaches or migrates upon the Leased Premises from any property owned by Lessor). Notwithstanding any other provision of this Lease, Lessee shall not have any responsibility for any Hazardous Substance which leaches or migrates upon the Leased Premises from any adjacent property or any release of a Hazardous Substances onto the Leased Premises which is caused by Lessor or other tenants or lessees of Lessor or which pre-exists the date of this Lease, except as follows:
 - (a) Lessee shall be responsible for known pre-existing releases for which Lessee fails to take due care and adequate precaution and/or for which Lessee's actions

or inactions cause a worsening of the release, and (b) Lessee shall provide full cooperation, assistance, and access to Lessor or other parties investigating and/or responding to a threatened or actual release.

(2) Lessee covenants and agrees to promptly notify Lessor of any release of Hazardous Substance for which Lessee is responsible under this Section 12.2(1) that exceeds permitted levels as defined by any local, state or federal laws applicable to Lessee's use of the Leased Premises originating after the effective date of this Lease ("Release") in, on or about the Leased Premises of which Lessee suspects or has actual knowledge.

(3) Lessee covenants and agrees to promptly take any and all necessary and appropriate response to fully address any Release following the advance notice to Lessor required in Section 12.2(2) above. Such response shall include, without limitation, notification to appropriate governmental authorities, as may be required by applicable law. Lessee shall respond to such Release to the full extent required by applicable law; however, in no event shall Lessee allow limitations or restrictions to be placed on the Leased Premises without the written consent of the Lessor.

(4) Except as necessary to conduct its operations and use the Leased Premises as detailed in Section 1.6 and 1.7, Lessee covenants and agrees to not manufacture, treat or dispose of Hazardous Substances at the Leased Premises or allow the manufacture, treatment, or disposal of Hazardous Substances on the Leased Premises. Lessee shall use and store on the Leased Premises only those Hazardous Substances as are associated with its regular business activities, and then only as allowed by applicable law.

(5) For the purposes of this Lease, "Hazardous Substance" or "Hazardous Substances" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government, the State of Iowa or the United States Government. It includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" or "hazardous waste" under Chapter 455B, Iowa Code, (ii) petroleum and petroleum products, (iii) asbestos containing materials in any form or condition, (iv) designated as a "hazardous substance" pursuant to 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1321), (v) defined as a "hazardous waste" pursuant to § 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., (vi) defined as a "hazardous substance" pursuant to § 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C § 9601 et seq., or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. § 6991 et seq.] The term "Hazardous Substance" shall not include any air emissions discharged into the atmosphere as allowed by a duly issued permit from the applicable governmental agency.

SECTION 13. INDEMNIFICATION.

13.1. Indemnification of Lessee. To the extent allowed by law, Lessor will defend, indemnify and save harmless Lessee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Lessee by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Leased Premises and resulting from any act or omission of Lessor, its agents or employees, (b) any failure on the part of Lessor to perform or comply with any of the terms of this Lease and (c) any breach on the part of Lessor of any warranty or representation contained in Section 11 of this Lease. In case any action, suit or proceeding is brought against Lessee by reason of any such occurrence, Lessor will, at Lessor expense and discretion, either defend such action, suit or proceeding, or cause the same to be defended by counsel approved by Lessee, which approval will not be unreasonably withheld.

13.2. Indemnification of Lessor. To the extent allowed by law, Lessee will defend, indemnify and save harmless Lessor from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Lessor by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Leased Premises during the term of this Lease and resulting from any negligence of Lessee, (b) any failure on the part of Lessee to perform or comply in any material respect with any of the material terms of this Lease, and (c) any material breach on the part of Lessee of any warranty or representation contained in Section 12. In case any action, suit or proceeding is brought against Lessor by reason of such occurrence, Lessee will, at Lessee's expense and discretion, either defend such action, suit or proceeding, or cause the same to be defended by counsel approved by Lessor, which approval will not be unreasonably withheld.

13.3. Survival. The obligations and liabilities under this Section shall survive and continue in full force and effect and shall not be terminated, discharged or released, in whole or in part, irrespective of the termination or expiration of the term of this Lease.

SECTION 14. CONDEMNATION.

14.1. Entire Condemnation. If at any time during the term of this Lease all or substantially all of the Leased Premises, the Existing Improvements or Lessee Improvements thereon shall be taken in the exercise of the power of eminent domain by any sovereign, municipality or other public or private authority, then this Lease shall terminate on the date of vesting of title in such taking and any prepaid rent shall be apportioned as of said date. Substantially all of the Leased Premises, the Existing Improvements and the Lessee Improvements thereon shall be deemed to have been taken if the remaining portion of the Leased Premises shall not be of sufficient size to permit Lessee, in Lessee's sole discretion, to operate its business thereon in a manner similar to that prior to such taking.

14.2. Allocation of Award. Any award for such taking of all or substantially all of the Leased Premises shall be paid to the parties hereto in accordance with the following:

- (1) To Lessor, the amount of the award attributable to the Leased Premises, determined as if this Lease was not in effect at the time of such award, excluding therefrom the amount of the award attributable to the Lessee Improvements but not the Existing Improvements, and all other sums not directly attributable to the value of the Land constituting the Leased Premises;
- (2) To Lessee, the entire award except that portion allocated to Lessor above.

14.3. Partial Condemnation.

(1) If less than all or substantially all of the Leased Premises, the Existing Improvements or the Lessee Improvements thereon shall be taken in the exercise of the power of eminent domain by any sovereign, municipality or other public or private authority, then Lessee, at its option, may elect to continue this Lease in full force and effect or terminate this Lease. If Lessee shall elect to maintain this Lease in full force and effect, the award for such partial condemnation shall be allocated as provided in 14.2, and Lessee shall proceed with reasonable diligence to carry out any necessary repair and restoration, but only to the extent of the award to Lessee under Section 14.2, so that the remaining Lessor or Lessee Improvements and appurtenances shall constitute a complete structural unit or units which can be operated on an economically feasible basis under the provisions of this Lease. In the event Lessee elects to continue this Lease in full force and effect after a partial condemnation, the Rent shall be reduced in proportion to the value of the area of the Leased Premises taken.

(2) Should Lessee elect to terminate this Lease upon a partial condemnation, Lessee shall provide Lessor with written notice of such election within thirty (30) days after the date of vesting of title for such taking. Lessee shall specify in such written notice the date on which this Lease shall terminate, which date shall be not less than 60 days nor more than 360 days after delivery of such notice to Lessor (the Termination Date). In the event Lessee terminates this Lease, as provided for in this 14.3, Lessee shall be entitled to the entire award for such partial taking.

14.4 Temporary Taking. If the temporary use of the whole or any part of the Leased Premises, the Existing Improvements or the Lessee Improvements thereon or the appurtenances thereto shall be taken at any time during the term of this Lease in the exercise of the power of eminent domain by any sovereign, municipality, or other authority, the term of this Lease shall not be reduced or affected in any way, and Lessee shall continue to pay in full the rent, additional rent and other sum or sums of money and charges herein reserved and provided to be paid by Lessee, and the entire award for such temporary taking shall be paid to Lessee. Lessee shall repair and restore any and all damage to the Leased Premises, the Existing Improvements and the Lessee Improvements as soon as reasonably practicable after such temporary taking to the

extent of the condemnation award to Lessee.

SECTION 15. ASSIGNMENT AND SUBLETTING. This Lease may not be assigned by Lessee without the prior written consent of Lessor, which consent shall not be unreasonably withheld, provided said third party agrees to comply with the terms and conditions of this Lease; provided, however, Lessee may assign this Lease to an affiliate without Lessor's prior written consent. Lessee may sublet parts of the Leased Premises without the prior consent of Lessor provided Lessee's subtenants agree to comply with the applicable terms and conditions of this Lease, and provided further that Lessee shall remain responsible to Lessor for the terms and conditions of this Lease.

SECTION 16. DEFAULT.

16.1. Lessor's Rights in the Event of Lessee's Default. If Lessee shall fail or neglect to observe, keep or perform any of the covenants, terms or conditions contained in this Lease on its part to be observed, kept or performed, and the default shall continue for a period of thirty (30) days after written notice from Lessor setting forth the nature of Lessee's default (it being intended that in connection with a default not susceptible of being cured with diligence within thirty (30) days, the time within which Lessee has to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence, but in no event longer than ninety (90) days), then and in any such event, Lessor shall have the right at its option, on written notice to Lessee, to terminate this Lease. Lessor shall thereafter have the right to enter and take possession of the Leased Premises with process of law and to remove all personal property from the Leased Premises and all persons occupying the Leased Premises and to use all necessary force therefor and in all respects to take the actual, full and exclusive possession of the Leased Premises and every part of the Leased Premises as of Lessor's original estate, without incurring any liability to Lessee or to any persons occupying or using the Leased Premises for any damage caused or sustained by reason of such entry on the Leased Premises or the removal of persons or property from the Leased Premises.

16.2. Rights of Holder of Encumbrance in Event Lessee Defaults. If Lessee fails or neglects to observe, keep or perform any of the covenants, terms or conditions contained in this Lease on its part to be observed, kept or performed, the Holder of any indebtedness secured by an encumbrance on the leasehold estate under this Lease shall have thirty (30) days after receipt of written notice from Lessor setting forth the nature of Lessee's default and a reasonable time thereafter if it shall have commenced foreclosure or other appropriate proceedings in the nature thereof within such thirty (30) days and is diligently prosecuting such proceedings, but in no event longer than ninety (90) days, within which to endeavor to make good or remove the default or cause for termination of the Lease. All right of Lessor to terminate this Lease on the failure or neglect of Lessee to observe, keep and perform the covenants, terms and conditions of this Lease is, and shall continue to be, at all times prior to payment in full of the indebtedness to the Holder of Lessee, subject to and conditioned on Lessor's having first given the Holder written notice thereof and the Holder having failed to cause the default or cause for termination to be made good or removed within thirty (30) days after receiving written notice of default or cause

for termination or within a reasonable time thereafter if it shall have commenced foreclosure or other appropriate proceedings in the nature of foreclosure within such thirty (30) days and is diligently prosecuting such proceedings, but in no event longer than ninety (90) days. In the event that the Lease is terminated due to the Lessee's bankruptcy, insolvency or other proceedings, and in the event the Holder has complied with the terms of this 16.2, then Lessor at Holder's option, shall enter into a new lease with Holder or the successful bidder at foreclosure on the same terms as this Lease, for the term then remaining, and specifically preserving all unexercised options.

16.3. Lessee's Rights in the Event of Lessor's Default. If Lessor shall fail or neglect to observe, keep or perform any of the covenants, terms or conditions contained in this Lease, including the requirements of any encumbrance on the Leased Premises, on its part to be observed, kept or performed, and the default shall continue for a period of thirty (30) days after written notice from Lessee setting forth the nature of Lessor's default (it being intended that in connection with a default not susceptible of being cured with diligence within thirty (30) days, the time within which Lessor has to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence, but in no event longer than ninety (90) days), then and in any such event, Lessee shall have all rights available to it provided by law or equity. If Lessor's default shall render the Leased Premises of no operational use to Lessee, and the default shall continue for a period of thirty (30) days after written notice from Lessee setting forth the nature of Lessor's default, then Lessee shall have no further obligation for the payment of rent, taxes, or wharfage or for the provision of Products to Lessor, and Lessee may terminate this Lease Agreement and remove all Trade Fixtures and Improvements subject to Section 3.2.

SECTION 17. RIGHT TO CURE OTHER'S DEFAULTS. Whenever and as often as a party shall fail or neglect to comply with and perform any term, covenant, condition or agreement to be complied with or performed by such party hereunder, then, following thirty (30) days' prior written notice to such defaulting party (or such additional time to cure as may be accorded Lessee pursuant to Section 16.1 above, but in no event longer than ninety (90) days), the other party, at such other party's option, in addition to all other remedies available to such other party, may perform or cause to be performed such work, labor, services, acts or things, and take such other steps, including entry onto the Leased Premises, the Existing Improvements and the Lessee Improvements thereon, as such other party may deem advisable, to comply with and perform any such term, covenant, condition or agreement which is in default, in which event such defaulting party shall reimburse such other party upon demand, and from time to time, for all costs and expenses suffered or incurred by such other party in so complying with or performing such term, covenant, condition or agreement. The commencement of any work or the taking of any other steps or performance of any other act by such other party pursuant to the immediately preceding sentence shall not be deemed to obligate such other party to complete the curing of any term, covenant, condition or agreement which is in default.

SECTION 18. QUIET ENJOYMENT. Lessor covenants that at all times during the term of this Lease, so long as Lessee is not in default hereunder, Lessee's quiet enjoyment of

the Leased Premises or any part thereof shall not be disturbed by any act of Lessor, or of anyone acting by, through or under Lessor. Notwithstanding the foregoing, Lessor shall have the right upon reasonable notice to Lessee to enter the Leased Premised at any time to determine whether Lessee is in compliance with the requirement of this Lease.

SECTION 19. ESTOPPEL CERTIFICATES. Each party hereto agrees that at any time and from time to time during the term of this Lease, within ten (10) days after request by the other party hereto or by any lender having an interest in Lessee's leasehold estate, it will execute, acknowledge and deliver to the other party or to such lender or any prospective purchaser, assignee or any mortgagee designated by such other party, a certificate stating (a) that this Lease is unmodified and in force and effect (or if there have been modifications, that this Lease is in force and effect as modified, and identifying the modification agreements), (b) the date to which rent has been paid, (c) whether or not there is any existing default by Lessee in the payment of any rent or other sum of money hereunder, and whether or not there is any other existing default by either party hereto with respect to which a notice of default has been served, and, if there is any such default, specifying the nature and extent thereof; and (d) whether or not there are any setoffs, defenses or counterclaims against enforcement of the obligations to be performed hereunder existing in favor of the party executing such certificate.

SECTION 20. WAIVER. No waiver by either party hereto of any breach by the other of any term, covenant, condition or agreement herein and no failure by any party to exercise any right or remedy in respect of any breach hereunder, shall constitute a waiver or relinquishment for the future of any such term, covenant, condition or agreement or of any subsequent breach of any such term, covenant, condition or agreement, nor bar any right or remedy of the other party in respect of any such subsequent breach, nor shall the receipt of any rent, or any portion thereof, by Lessor, operate as a waiver of the rights of Lessor to enforce the payment of any other rent then or thereafter in default, or to terminate this Lease, or to recover the Leased Premises, or to invoke any other appropriate remedy which Lessor may select as herein or by law provided.

SECTION 21. SURRENDER. Lessee shall, on the last day of the term of this Lease or upon any termination of this Lease, surrender and deliver up the Leased Premises, with the Improvements then located thereon into the possession and use of Lessor, without fraud or delay and in good order, condition and repair, reasonable wear and tear excepted, free and clear of all lettings and occupancies, free and clear of all liens and encumbrances other than those existing on the date of this Lease and those, if any, created by Lessor, without (except as otherwise provided herein) any payment or allowance whatever by Lessor on account of or for any buildings and Improvements erected or maintained on the Leased Premises at the time of the surrender, or for the contents thereof or appurtenances thereto. That notwithstanding, in accordance with Section 3.2 of this Lease, Lessee may remove any Improvements within thirty (30) days of termination of the Lease. Lessee's Trade Fixtures, personal property and other belongings of Lessee or of any sublessee or other occupant of space in the Leased Premises shall be and remain the property of Lessee, and Lessee shall, except for Lessor's default, within thirty (30) days after the expiration of the Term of this Lease

remove the same, and shall pay pro-rated rent for each day it remains on the Leased Premises, and in the event Lessee shall fail to do so, Lessor may cause the Trade Fixtures to be removed and Lessee agrees pay Lessor for the costs of removal within thirty (30) days of receipt of a statement therefore from Lessor.

SECTION 22. MEMORANDUM OF LEASE. Each of the parties hereto will, promptly upon request of the other, execute a memorandum of this Lease in a form suitable for recording setting forth the names of the parties hereto and the term of this Lease, identifying the Leased Premises, and also including such other clauses therein as either party may desire, except the amounts of basic rent payable hereunder.

SECTION 23. NOTICES.

23.1. All notices, demands or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be 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 by facsimile addressed as follows:

TO LESSOR: City of Dubuque, Iowa
City Manager
City Hall
50 West 13th Street
Dubuque IA 52001

WITH COPY TO: City Attorney
City Hall
50 West 13th Street
Dubuque IA 52001

TO LESSEE: Dubuque Marina
1201 Shiras Ave. Ext.
Dubuque, IA 52001
Attn: Jamie Becker

WITH COPY TO: Drake Law Firm
300 main St., Suite 323
Dubuque IA 52001
Attn: Flint Drake

23.2. The address and/or fax number to which any notice, demand or other writing may be given or made or sent to any party as above provided may be changed by written notice given by the party as above provided.

SECTION 24. MISCELLANEOUS.

24.1. Time of the Essence. Time is of the essence of this Lease and all of its provisions.

24.2. Governing Law. It is agreed that this Lease shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

24.3. Paragraph Headings. The titles to the paragraphs of this Lease are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Lease.

24.4. Modification of Agreement. Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

24.5. Parties Bound. This Lease shall be binding on and shall inure to the benefit of and shall apply to the respective successors and assigns of Lessor and Lessee. All references in this Lease to "Lessor" or "Lessee" shall be deemed to refer to and include successors and assigns of Lessor or Lessee without specific mention of such successors or assigns.

24.6. 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.

LESSOR:

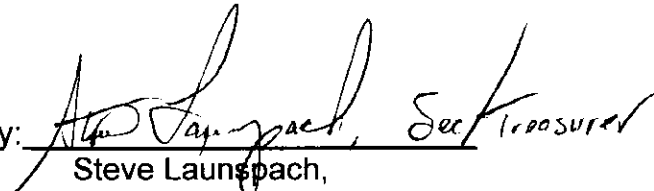
CITY OF DUBUQUE, IOWA

By: _____
Brad M. Cavanagh, Mayor

Attest: _____
Adrienne N. Breitfelder, City Clerk

LESSEE:

PIER PRESSURE MARINE IA, INC.

By:  _____
Steve Launsbach,
Secretary/Treasurer

By:  _____
Ryan Becker, President

LIST OF EXHIBITS

- EXHIBIT A Leased Premises
- EXHIBIT B Lessee Improvements
- EXHIBIT C Insurance Schedule Q
- EXHIBIT D Legal Compliance
- EXHIBIT E Lease and Agreement dated October 29, 1956

EXHIBIT A
LEASED PREMISES



EXHIBIT B

LESSEE IMPROVEMENTS

Lessee Improvements include the following on the included schedule:

Phase I

To be commenced no later than January 1, 2029 and completed no later than April 1, 2030.

- Replace docks D and E with new docks.
- New shore-to-dock gangways with security doors.
- Finish parking lot improvements.
- Install security cameras and lighting on premises. Security cameras and lighting to cover all leased property.

Phase II

To be commenced no later than January 1, 2035 and completed no later than April 1, 2036.

- Build new masonry shower house.
- Replace outdoor pole sign.

Phase III

To be commenced no later than January 1, 2037 and completed no later than April 1, 2038.

- Complete replacement or major rebuild of Docks I and J.
- Remove or repair Docks A, B, and C.

EXHIBIT C
INSURANCE SCHEDULE Q

INSURANCE SCHEDULE Q

1. Pier Pressure Marine IA, Inc. (Operator) shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to contract or lease commencement. Owner shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the 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 issued. Eg: Lease of premises at 1201 Shiras Ave Ext
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 minimum coverage 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. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
6. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the approval of the Director of Finance and Budget and subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.
7. Operator shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I.
8. Whenever an ISO form is referenced the current edition of the form must be used. If the Operator's limits of liability are higher than the required minimum limits then the Operator's limits shall be this Agreement's required limits.
9. Operator 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 Q (continued)

Exhibit I

A) MARINE COMPREHENSIVE LIABILITY: MCL OR COMMERCIAL GENERAL LIABILITY CGL

General Aggregate:	\$2,000,000
Products-Completed Operations Aggregate Limit:	\$1,000,000
Personal & Advertising Injury Limit:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage Limit (any one occurrence)	\$100,000
Medical Payments:	\$5,000

B) MARINA OPERATORS LEGAL LIABILITY: MOL

Limit:	\$1,000,000
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C) PROTECTION & INDEMNITY COVERAGE: P&I

Limit:	\$1,000,000
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- 1) Coverage shall be written on an occurrence, not claims, form. The general liability coverages shall be written in accord with ISO form CG 00 01. All deviations from the standard ISO commercial general liability form CG 00 01 shall be clearly identified.
- 2) If using CGL form include endorsement excluding waterborne liability.
- 3) Under MCL or CGL include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate" or MCL equivalent
- 4) Under MCL or CGL include endorsement indicating that the coverage is primary and non-contributory.
- 5) Under MCL or CGL include Preservation of Governmental Immunities endorsement. (Sample attached)
- 6) Under MCL or CGL include an endorsement to delete any fellow employee exclusion.
- 7) Under MCL or CGL 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 2010. (Ongoing operations).
- 8) Policy shall include Waiver of Right to Recover from Other endorsement.
- 9) 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.

INSURANCE SCHEDULE Q (continued)

D) WORKERS' COMPENSATION, LHWCA & 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 operator is not required to purchase Workers' Compensation Insurance, the operator 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.

E) POLLUTION LIABILITY (including transit)

Minimum coverage limits; if Lessee sells fuel, City reserves the right to require higher limits

Coverage required: ☐ * Yes ☐ No
General Aggregate Limit \$1,000,000
Each Occurrence limit \$500,000

Policy shall include an 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.

Include Preservation of Governmental Immunities endorsement. (Sample attached)

Include endorsement indicating that coverage is primary and non-contributory.

Policy shall include waiver of right to recovery from others endorsement.

F) PROPERTY INSURANCE REQUIRED BY LEASE, LICENSE, OR PERMIT

☐ * Yes ☐ No

Lessee shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of Lessor shall furnish proof of insurance as follows):

Include the City of Dubuque as Lender Loss Payable.

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

EXHIBIT D
LEGAL COMPLIANCE

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;

- a) 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);
- b) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- c) 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;
- d) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq), (prohibits discrimination on the basis of age);
- e) 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);
- f) 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);
- g) 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;
- h) 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);
- i) Section 1557 of the Affordable Care Act (prohibits discrimination on the basis of national origin);

- j) 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);
- k) Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. § 1101 et seq.); and
- l) Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. § 4541, et seq.).

EXHIBIT E

LEASE AND AGREEMENT DATED October 29, 1956

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

RESOLUTION NO. ____-25

APPROVING AN AMENDED AND RESTATED LEASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND PIER PRESSURE MARINE IA, INC. FOR REAL PROPERTY IN THE CITY OF DUBUQUE, IOWA

WHEREAS, the City of Dubuque, Iowa is the owner of the property legally described as follows:

RIVER FRONT SUB NO 3 BLK 3 BLDG ON LEASED LAND

; and

WHEREAS, the City Council, by Resolution No. 342-25, dated October 20, 2025, declared its intent to enter into the Amended and Restated Lease Agreement attached hereto; and

WHEREAS, pursuant to published notice, a public hearing was held on the proposed Development Agreement on November 3, 2025 at 6:30 p.m.; and

WHEREAS it is the determination of the City Council that approval of the Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa and Pier Pressure Marine IA, Inc. 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 Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa and Pier Pressure Marine IA, Inc., a copy of which is attached hereto, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Amended and Restated Lease Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Amended and Restated Lease Agreement as herein approved.

Passed, approved, and adopted this 3rd day of November, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Date: October 17, 2025

To: Dubuque City Council

From: Steve Launspach
Dubuque Marina / Yardarm Restaurant

Subj: Dubuque Marina Lease Renewal

Dear Members of the Dubuque City Council:

In a letter dated March 24, 2025, the city invited Dubuque Marina to enter discussions for a new lease for the city-owned marina property at 1201 Shiras Avenue Extension. We have been in discussions with the city since that time. Recently, those negotiations reached a successful conclusion, and a new lease draft is available for review/approval by the Dubuque City Council. This new lease will come to the Council on November 3rd for public hearing and approval. As I will be unable to attend that meeting, I want to submit this letter in advance to respectfully ask for your favorable consideration and ratification of this new lease.

The new lease will provide many significant benefits for the city. For example, the new lease:

- Will increase rent income for the city by approximately 50%.
- Requires the marina (Tenant) to pay the real estate taxes on the property. Prior to this new lease, the city had borne that annual expense of some \$32,000.
- Requires the Tenant to make a significant investment, well into the 7-figures, to improve the city-owned property.
- Requires the Tenant to pay any direct expenses for dredging the harbor.
- Replaces the current lease which was drafted in 1956. The City Attorney's office took this opportunity to replace that nearly 70-year-old language with new lease provisions to meet the current requirements of the city.

I want to thank the city, and especially Barry Lindahl and Jill Connors and their teams. Throughout this months-long process they proved to be strong, professional and respectful advocates for the city. A new era of investment will be ushered in at the marina property as a direct result of the extended term provided by the new lease. We look forward to overseeing those improvement projects and continuing our positive relationship with the city. I would make myself available anytime should you have questions about the new lease or about any other topic.

On behalf of my partners, I wish to thank you in advance for your support of the new lease.

Sincerely,

Steve Launspach
Dubuque Marina
(Mobile) 563-581-7073

**City of Dubuque
City Council**

ACTION ITEMS # 1.

ITEM TITLE: Award contract for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades Project

SUMMARY: City Manager recommending City Council award of the construction contract for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades project to The ESCO Group, of Marion, Iowa in the amount of \$2,360,000.00.
RESOLUTION Awarding contract 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, Award Contract, WRRRC Industrial Controls Project, 10-29-2025
3. Proceedings – Minutes, Resolution, Attestation Certificate
4. BID TAB, 2025 Water & Resource Recovery Center MCC Communications
5. Engineering Firm's Letter of Recommendation-Uploaded 11.3.25

TO: The Honorable Mayor and City Council Members

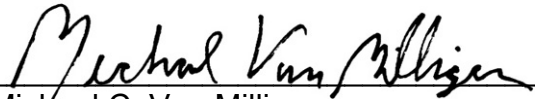
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Award contract for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades Project [Project No: 4381500017]

DATE: October 29, 2025

Water & Resource Recovery Center Director Deron Muehring is recommending City Council award of the construction contract for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades project to The ESCO Group, of Marion, Iowa in the amount of \$2,360,000.00.

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
Deron Muehring, Water & Resource Recovery Center Director

TO: Michael C. Van Milligen, City Manager

FROM: Deron Muehring, Water & resource Recovery Center Director

SUBJECT: Award contract for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades Project [Project No: 4381500017]

DATE: October 29, 2025

INTRODUCTION

The purpose of this memorandum is to request award of the construction contract for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades project (Project) to The ESCO Group, of Marion, Iowa in the amount of \$2,360,000.00.

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.

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 WRRC. 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 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 WRRC 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.

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.

In October of 2025, the City Council held a public hearing on the Project, adopting Resolution 326-25 approving the plans, specifications, form of contract and estimate of cost for the Project.

DISCUSSION

Sealed bids for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades project were received and publicly opened on October 23, 2025. The ESCO Group of Marion, Iowa submitted the apparent low bid in the amount of \$2,360,000.00.

A summary of the bid proposals received is as follows:

Contractor Name	Lump Sum Bid Amount
The ESCO Group	\$2,360,000.00
Portzen Construction, Inc.	\$3,032,920.00
Tri-City Electric Company of Iowa	\$4,435,200.00

The lump sum bid of \$2,360,000.00 is 20% below the engineer's estimate of \$2,950,000.00.

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 estimate of probable and awarded construction cost for the construction project are summarized as follows:

Description	Cost Estimate	Award
Engineering Design	\$110,000	\$110,000
Construction Contract	\$2,950,000	\$2,360,000
Contingency (5%)	\$147,500	\$147,500
Administration and Construction Engineering	\$105,000	\$105,000
Total Construction Cost	\$3,212,500	\$2,722,500

RECOMMENDATION

I recommend the City Council awarding the construction contract for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades project to The ESCO Group in the amount of \$2,360,000.00.

BUDGET IMPACT

The funding plan for the Project is as follows:

Project No.	Fiscal Year	Fund Description	Fund Amount
4381500017	2025	Sanitary Sewer Fund	\$350,000
4381500017	2025	SRF Loan	\$750,000
4381500017	2027	Sanitary Sewer Fund	\$849,700
4381500019	2026	Insurance Proceeds	\$772,800
		Total Project Funding	\$2,722,500

ACTION TO BE TAKEN

I respectfully request that the City Council award the construction contract for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades project to The ESCO Group in the amount of \$2,360,000.00.

cc: Crenna Brumwell, City Attorney
Jenny Larson, Chief Financial Officer
Tony Brietbach, Purchasing and Risk Manager
Willie O'Brien, WRRRC Plant Manager

October 27, 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 proceedings related to the consideration of bids and award of a construction contract for the 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project.

The materials attached include the following items:

1. Minutes of the November 3, 2025, City Council meeting reflecting 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: Deron Muehring
Crenna Brumwell
Adrienne Breitfelder
Strand Associates, Inc.

MINUTES OF MEETING TO FURTHER
CONSIDER BIDS AND AWARD
CONTRACT

430411-22 (L)

Dubuque, Iowa

November 3, 2025

The City Council of the City of Dubuque, Iowa, met on November 3, 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 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project had been received before 2:00 p.m., on October 23, 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, and this was the time and place set for the consideration of such bids.

Thereupon, the results of the bidding were reported, and Strand Associates, Inc. (the “Project Engineers”) made their recommendations thereon to the City Council. The bids received for the construction of the 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades 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 2025 Water & Resource Recovery Center
MCC Communication and PLC Upgrades 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 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades 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>
<u>The ESCO Group</u>	<u>\$ 2,360,000.00</u>
<u>3450 Third Street</u>	
<u>Marion, IA 52302</u>	
<u> </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 November 3, 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

BID DATE: October 23, 2025

BID TABULATION FOR:

2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades Project

ITEM	ESTIMATE	BIDDER	BIDDER	BIDDER:
		The ESCO Group	Portzen Construction	Tri-City Electric Company of Iowa
		BID	BID	BID
Lump Sum Bid	\$2,950,000.00	\$2,360,000.00	\$3,032,920.00	\$4,435,200.00
% OVER / UNDER (-)	0.0%	-20.0%	2.8%	50.3%



Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

November 3, 2025

Mr. Deron Muehring
City of Dubuque Water and Resource Recovery Center
795 Julien Dubuque Drive
Dubuque, IA 52003

Re: 2025 Water and Resource Recover Center MCC Communication and PLC Upgrades Project
IDNR SRF File CS192117101
DNR Project #2025-0150A
City of Dubuque, Iowa

Dear Mr. Muehring:

Bids for the above-referenced Project were opened on October 23, 2025. Three Bids were received with the resulting Bid tabulation enclosed. The low Bid of \$2,360,000 was less than ENGINEER's opinion of probable construction cost.

The ESCO Group of Marion, Iowa, was the apparent low Bidder at \$2,360,000. The Bid included a Bid Bond for 10 percent and Addendum Nos. 1 and 2 were acknowledged. The Bid is deemed to be responsive.

Strand Associates, Inc.® has previously worked with The ESCO Group on projects for the City of Cedar Rapids, Iowa. For those projects, the owner determined The ESCO Group to be responsible.

If you determine that The ESCO Group is a responsible Bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with Article 19 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.®

David D. Gohdes

Enclosure

CITY OF DUBUQUE

BID DATE: October 23, 2025

BID TABULATION FOR:

2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades Project

ITEM	ESTIMATE	BIDDER	BIDDER	BIDDER:
		The ESCO Group	Portzen Construction	Tri-City Electric Company of Iowa
		BID	BID	BID
Lump Sum Bid	\$2,950,000.00	\$2,360,000.00	\$3,032,920.00	\$4,435,200.00
% OVER / UNDER (-)	0.0%	-20.0%	2.8%	50.3%

**City of Dubuque
City Council**

ACTION ITEMS # 2.

ITEM TITLE: Eagle Point Water Treatment Plant Roof Rehabilitation Project - Award Construction Contract

SUMMARY: City Manager recommending City Council award of the Eagle Point Water Treatment Plant Roof Rehabilitation Project contract to Poly Vinyl Roofing, Inc. of Mount Vernon, Iowa in the amount of \$357,068.00.
RESOLUTION Awarding Public Improvement Construction Contract For The Eagle Point Water Treatment Plan Roof Rehabilitation Project

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

ATTACHMENTS:

1. MVM Memo
2. EP WTP Roof Rehab Request for Award
3. EP WTP Roof Rehab Bid Award Resolution
4. EP WTP Roof Rehab Bid Tabulation Summary Sheet

TO: The Honorable Mayor and City Council Members

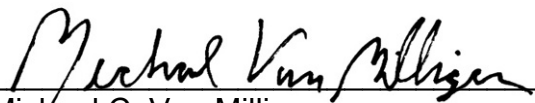
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Eagle Point Water Treatment Plant Roof Rehabilitation Project - Award Construction Contract

DATE: October 28, 2025

Water Department Director Christopher Lester is recommending City Council award of the Eagle Point Water Treatment Plant Roof Rehabilitation Project contract to Poly Vinyl Roofing, Inc. of Mount Vernon, Iowa in the amount of \$357,068.00.

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
Nick Connolly, Water Operations Supervisor

TO: Michael C. Van Milligen, City Manager

FROM: Christopher Lester, Water Department Director

DATE: October 28, 2025

SUBJECT: Eagle Point Water Treatment Plant Roof Rehabilitation Project - Award Construction Contract

INTRODUCTION

The purpose of this memorandum is to request award of the Eagle Point Water Treatment Plant Roof Rehabilitation Project contract to Poly Vinyl Roofing, Inc. of Mount Vernon, Iowa in the amount of \$357,068.00.

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 includes the North Plant Clarifiers, Lime Silo, and the third floor of the Administration Building. The second phase includes the Sludge Plant, the Sludge Plant Wet Well Walkway between the Sludge Clarifiers, and the Sludge Plant Electrical Room. The third phase includes the North Plant Filters, and the fourth phase includes the South Plant Clarifiers, Administrative Offices, Plant Filter Motor Control Room, and the East Clearwell.

DISCUSSION

The bidding specification was prepared by Water Department staff, and the project was publicly advertised on October 8, 2025.

Sealed bids for the Eagle Point Water Treatment Plant Roof Rehabilitation Project contract were received and publicly opened on October 23, 2025. Poly Vinyl Roofing, Inc. of Mount Vernon, Iowa submitted the apparent low bid in the amount of \$357,068.00.

A summary of the bid proposals received is as follows:

Item No.	Contractor Name	Lump Sum Bid Amount
1	Poly Vinyl Roofing	\$357,068.00
2	White Roofing	\$421,560.00
3	Jim Gieses Commercial Roofing	\$494,030.00

The lump sum bid of \$357,068.00 is 28% lower than the estimate of \$500,000.00. Water Department staff have reviewed the bids and determined Poly Vinyl Roofing meets the bidding requirements and can complete the project as specified.

PROJECT SCHEDULE

The schedule for the project is as follows:

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	Award
Construction Contract	\$500,000.00	\$357,068.00
Contingency	\$50,000.00	\$35,707.00
Total Project Cost	\$550,000.00	\$392,775.00

The funding summary is as follows:

CIP	Funding Source	Amount
4281000044	Water Construction Fund (FY26)	\$590,000.00
Total Project Funding		\$590,000.00

ACTION TO BE TAKEN

I respectfully request award of the Eagle Point Water Treatment Plant Roof Rehabilitation Project construction contract to Poly Vinyl Roofing, Inc. of Mount Vernon, Iowa in the amount of \$357,068.00.

cc: Jennifer Larson, Chief Financial Officer
Eldon Schneider, Water Project Supervisor
Nick Connolly, Water Operations Supervisor

RESOLUTION NO. ____-25

AWARDING PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT FOR THE EAGLE POINT WATER TREATMENT PLAN ROOF REHABILITATION PROJECT

WHEREAS, sealed proposals have been submitted by contractors for the Eagle Point Water Treatment Plan Roof Rehabilitation Project, (the Project) pursuant to Resolution No. 319-25 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service wide circulation on the 8th day of October 2025; and

WHEREAS, said sealed proposal was opened and read on the 23rd day of October 2025 and it has been determined that Poly Vinyl Roofing, Inc. of Mount Vernon, Iowa submitted low bid in the amount of \$357,068.00, and is the lowest responsive, responsible bidder for the Project.

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

Section 1. That a Public Improvement Construction Contract for the Project is hereby awarded to Poly Vinyl Roofing, Inc. of Mount Vernon, Iowa and the City Manager is hereby directed to execute a Public Improvement Construction Contract on behalf of the City of Dubuque for the Project.

Passed, approved, and adopted this ____th day of _____ 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

BID TABULATION SUMMARY SHEET

LUMP SUM BID

Project: Eagle Point Water Treatment Plan Roof Rehabilitation Pr
Location: Conference Room B, City Hall, Dubuque, IA
Date: Thursday, October 23, 2025
Time: 2:00 PM
CIP No.: 4281000044

Bid	Company	Bid Bond 10%	Bidder Status Form	Contractor Background Information	Addendums 1	Base Bid	Alternate 1	Alternate 2	Basis of Award
		Section 00450	Section 00460	Section 00470 OR 00471	Section 00401.12	Section 00401.4	(Insert Alt. Title) Section 00401.5	(Insert Alt. Title) Section 00401.5	Base Bid
1	Poly Vinyl Roofing	X	X	N/A	X	\$357,068.00	N/A	N/A	\$357,068.00
2	White Roofing	X	X	N/A	X	\$421,560.00	N/A	N/A	\$421,560.00
3	Jim Giese Commercial Roofing	X	X	N/A	X	\$494,030.00	N/A	N/A	\$494,030.00
4				N/A			N/A	N/A	
5				N/A			N/A	N/A	
6				N/A			N/A	N/A	

**City of Dubuque
City Council**

ACTION ITEMS # 3.

ITEM TITLE: Eagle Valley, Westbrook and English Ridge Subdivison Parks Development Projects

SUMMARY: City Manager recommending City Council adopt the attached resolution to accept the Eagle Valley, Westbrook, and English Ridge Subdivision Parks Development Project and authorize the payment of the contract amount of \$735,897 to McDermott Excavating.

RESOLUTION Accepting The Eagle Valley, Westbrook, And English Ridge Subdivision Parks Development Project And Authorizing The Payment Of The Contract Amount To The Contractor

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

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Resolution
4. Engineer Completion Letter

TO: The Honorable Mayor and City Council Members

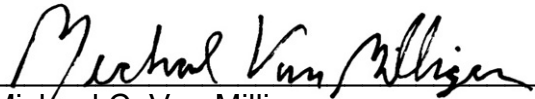
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Eagle Valley, Westbrook, and English Ridge Subdivision Parks Development Project Acceptance

DATE: October 28, 2025

Parks and Recreation Director Matthew Kalcevich is recommending City Council adopt the attached resolution to accept the Eagle Valley, Westbrook, and English Ridge Subdivision Parks Development Project and authorize the payment of the contract amount of \$735,897 to McDermott Excavating.

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
Jennifer Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Marie Ware, Acting Project and Facilities Manager

TO: Michael C. Van Milligen, City Manager
FROM: Matthew K. Kalcevich, Parks and Recreation Director
SUBJECT: Eagle Valley, Westbrook, and English Ridge Subdivision Parks
Development Project Acceptance
DATE: **October 27, 2025**

INTRODUCTION

The purpose of this memorandum is to recommend that the City Council accept the Eagle Valley, Westbrook, and English Ridge Subdivision Parks Development Project and approve the attached resolution.

BACKGROUND

The project involved the furnishing of labor and new materials for the construction of Eagle Valley, Westbrook, & English Ridge Parks and includes approximately; 949 CY of excavation; 366 Tons of granular subbase; 46 LF of curb and gutter; 11 SY of 4" HMA pavement; 662 SY of 4" PCC Sidewalk, 0.53 AC of conventional seeding, type 4; trees and plants; landscaping; 1,385 LF of filter socks; 680 CY of topsoil; three (3) park signs; 394 LF of split rail fence; 4,105 SF of pour-in-place safety surfacing; new park equipment; and 0.53 AC of hydraulic seeding.

DISCUSSION

The Eagle Valley, Westbrook, and English Ridge Subdivision Parks Development Project was completed by McDermott Excavating, of Dubuque, Iowa in the final contract amount of \$735,897. The original contract amount was \$719,550. The increase in cost of \$16,347 was due to change orders related to nuclear density testing, rodent guards and concrete aprons on outlets of drain tiles, thickened edge sidewalk, additional sidewalk installation, additional embankment material, and additional drainage swale construction.

RECOMMENDATION

I recommend that the City Council accept the Eagle Valley, Westbrook, and English Ridge Subdivision Parks Development Project and authorize the payment of the contract amount of \$735,897 to McDermott Excavating based on the facts above.

BUDGET IMPACT

The summary of project costs for the Eagle Valley, Westbrook, and English Ridge Subdivision Parks Development Project is as follows:

	<u>Award</u>	<u>Final</u>
Construction Contract	\$719,550	\$735,897

The project funding summary is as follows:

<u>Project No.</u>	<u>Fund Description</u>	<u>Fund Amount</u>
3043000027-100	Eagle Valley Park Dev	\$290,104.59
3043000028-100	Westbrook Park Development	\$287,492.25
3043000029-100	English Ridge Park	\$287,345.15

ACTION STEP

I respectfully request City Council adoption of the attached resolution to accept the Eagle Valley, Westbrook, and English Ridge Subdivision Parks Development Project and authorize the payment of the contract amount of \$735,897 to McDermott Excavating.

cc: Jennifer Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Marie Ware, Acting Project and Facilities Manager

Attachment: Resolution

RESOLUTION NO. ____-25

**ACCEPTING THE EAGLE VALLEY, WESTBROOK, AND ENGLISH RIDGE
SUBDIVISION PARKS DEVELOPMENT PROJECT AND AUTHORIZING THE
PAYMENT OF THE CONTRACT AMOUNT TO THE CONTRACTOR**

WHEREAS, the Public Improvement Contract for the Eagle Valley, Westbrook, and English Ridge Subdivision Parks Development Project (the Project) has been completed by the contractor, McDermott Excavating. (Contractor) and WHKS has examined the work and filed a certificate stating that the Project has been completed according to the terms of the Public Improvement Contract and that WHKS recommends that the Project be accepted;

WHEREAS, the final contract amount for the Project is \$735,897.00;

WHEREAS, the contractor has previously been paid \$699,102.15, leaving a balance of \$36,794.85; and

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

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

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

Section 2. The Chief Financial Officer is hereby directed to pay the balance of the retainage of \$36,794.85 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa chapter 26.13.

Passed, approved, and adopted this 3rd day of November 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC City Clerk

801 Bluff Street, Suite 2C
Dubuque, IA 52001
Phone: 563.239.9400
Email: eastdub@whks.com
Website: www.whks.com



October 27, 2025

Mr. Steve Fehsal
Parks Division Manager
Parks and Recreation Department
2200 Bunker Hill Road
Dubuque, IA 52001

RE: Dubuque, Iowa
Eagle Valley, Westbrook, and English Ridge Parks
Letter Recommending Project Acceptance

Dear Mr. Fehsal:

McDermott Excavating has completed construction of the Eagle Valley, Westbrook, and English Ridge Parks project at a total cost of \$735,897.00. The project included eight (8) change orders that added an additional \$16,347.00 to the original bid amount of \$719,550.00. The improvements were constructed in substantial compliance with the contract documents and authorized extra work.

WHKS recommends that the City of Dubuque accept the construction project as complete. Once the City accepts the project as complete, final payment can be made to McDermott Excavating, after waiting a minimum of thirty days. The two-year maintenance bond and equipment warranties on this project will start with the City's acceptance of the project.

Sincerely,

WHKS & co.

A handwritten signature in blue ink, appearing to read "K. Podstawa", with a stylized flourish at the end.

Kevin M. Podstawa, P.E.
Project Manager

**City of Dubuque
City Council**

ACTION ITEMS # 4.

ITEM TITLE:	Invitation to the Dubuque County 911 Emergency Communications Center Ribbon Cutting
SUMMARY:	City Manager sharing an invitation to the Dubuque County 911 Emergency Communications Center Ribbon Cutting at 7880 Chavenelle Rd. on November 6, 2025, at 4:30 p.m.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. 911 Center RibbonCutting Invitation



❖❖ YOU'RE INVITED!

RIBBON-CUTTING

Ceremony ❖❖

**Dubuque County 911 Emergency
Communications Center**

Thursday, Nov. 6 | 4:30 p.m.
7880 Chavenelle Rd.



**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